The Solicitors' Journal.

LONDON, JULY 1, 1882.

CURRENT TOPICS.

IT IS UNDERSTOOD that as soon as Mr. Justice NORTH goes on circuit Mr. Justice FIELD will commence to sit at Lincoln's-inn in his place, and will continue the hearing of Mr. Justice KAY's cases until the Long Vacation.

WE UNDERSTAND it is proposed, during the absence of Mr. Justice FRY on circuit, to transfer the whole of his business to Mr. Justice KAY, who will then represent both Mr. Justice FRY and Vice-Chancellor HALL in court and at chambers. We may, perhaps, point out that unless the chamber work is to fall into arrear, it will be necessary for Mr. Justice KAY to sit in chambers on six days in the week. This, in addition to court work, would seem to be too heavy a strain for the most energetic judge.

THE ORDER which we recently printed, transferring all causes and matters then before Vice-Chancellor HALL to Mr. Justice KAY, contains no provision for interlocutory matters relating to any actions which might, after the date of that order, be assigned to Vice-Chancellor HALL. On Monday last Mr. Justice KAY, in answer to an application on the subject of such matters, stated that he believed that under section 12 of the Judicature Act, 1881, which gives power to one judge to act for another in case of sickness or urgent necessity, he had jurisdiction to act for Vice-Chancellor HALL in all such matters, and that he should be prepared so to act when called upon. On Wednesday last Mr. Justice KAY announced that he had consulted the Lord Chancellor on the point, and that his lordship concurred in the view he had expressed as to his jurisdiction under the section referred to.

AN ORDER OF COURT only just issued, though dated the 10th of May last, which we print in another column, should receive attention from practitioners who have charge of actions in which securities are in court which may, by reason of "resolutions of companies or undertakings under powers in Acts of Parliament in that behalf, or by effluxion of time or otherwise," become "converted into other securities"—*i.e.*, exchanged for other securities having the same value but a different designation; as, for instance, when several classes of shares or stocks are converted into consolidated stock. The object is the same as that of the order which was made when the old East India stock was converted. It is intended to save the delay and expense which would be caused to suitors in obtaining from the court an order in each action for the purpose of placing the substituted securities to the same account as the old securities were previously credited to in the Chancery Paymaster's books. The order now made enables the Chancery Paymaster to write off the securities so converted, and to place the substituted securities to the same credit. Directions in any existing order which apply to the old securities are, as far as practicable, to be given effect to as if they applied to the substituted securities. The last clause of this new order deserves consideration. It provides that when any allotment letters, scrip, allotments, or other securities are allotted in respect of any stock in court, the Chancery-Paymaster is to sell these allotment letters, &c., and place the amount to the same credit as the stock in respect of which the allotment is made. There is an exception from this order as to sale in case any orders are brought into the Chancery Pay Office "previously to the delivery of such allotment letters, &c." Those who have convertible stock in court must therefore be on the watch lest their right to take up further stock which may be allotted to them should be lost by reason of a sale of their allotment letters before they have time to obtain an order for leave to take up the allotment. It will be observed that in case of such allotment-letters being brought into the market in large quantities, as may well happen under the recent order, the price might be depreciated to such an extent as to entail a serious loss.

THE THREATENED ACTION of the Brighton Town Council against the *Lancet* for libel in respect of a denunciation of the alleged unhealthy drainage of the town raises some very curious considerations. No doubt a corporation may sue for libel (*Metropolitan Omnibus Saloon Company* v. *Hawkins*, 4 H. & N. 87), and an action for libel lies in respect of statements disparaging the quality of the plaintiff's goods (*Western Counties Manure Company* v. *Lawes Chemical Manure Company*, L. R. 9 Ex. 218), or calculated to injure the plaintiff in the way of his trade (*Thorley's Cattle Food Company* v. *Massam*, L. R. 14 Ch. D. 763); but there is, so far as we know, no precedent for an action by a town council for a libel on a town, although it is not difficult to imagine cases where very active inhabitants of rival towns might do such damage by untrue statements, not being fair comments on matters of public interest, that an action for libel would be the proper remedy. But assuming that an action lies, the two very serious questions arise whether the corporate funds may be expended upon the proceedings, and whether the damages recovered, if any, properly go to the borough fund, or may be distributed amongst the individuals who have suffered by the libel. The 92nd section of the Municipal Corporations Act, 1835, permits, or rather directs, a surplus borough fund to be applied "under the direction of the council for the public benefit of the inhabitants and improvement of the borough." Even the large interpretation of these words by JESSEL, M.R., in *Attorney-General* v. *Mayor, &c., of Brecon*, L. R. 10 Ch. D. 204), would hardly include an action for libel. But Leeman's Act (35 & 36 Vict. c. 91) authorizes the application of the borough fund or rate to the prosecution of "any legal proceedings necessary for the promotion or protection of the interests of the inhabitants" of the borough; and it may perhaps be fairly contended that these words are wide enough to include the case of an action for libel having the effect of depreciating the rateable value of property within the borough. We believe, however, that in the Brighton case a guarantee fund is being raised by subscription. Upon the second question we have far less doubt. If a borough has a *locus standi* to sue for a libel of such a kind at the public expense, any damages must go to the borough fund, and could not be distributed amongst individuals proving special damage, who, however, might have a separate cause of action on their own behalf.

THE LORD CHANCELLOR'S Bill to amend the Supreme Court of Judicature Acts, which was introduced in the House of Lords this week, is now in print. It provides, by clause 2, that, "Upon the request of the Lord Chancellor, any person who has held the office of Lord Chancellor of Great Britain, or of a judge of one of her Majesty's superior courts of England within the meaning of the 25th section of the Appellate Jurisdiction Act, 1876, may, if he shall consent so to do, attend the sittings of her Majesty's Court of Appeal, and shall, during such attendance, have all the jurisdiction and powers of a judge of the said Court of Appeal, but he shall not otherwise be deemed to be a judge of the said court. Any such person, if a peer or privy councillor, shall, during such attendance, rank among the judges of the said Court of Appeal (subject to the official precedence of the Lord Chancellor, the Lord Chief Justice of England, and the Master of the Rolls) according to his precedence as such

peer or privy councillor, and, if not a peer or privy councillor, after the ordinary judges of the said Court of Appeal." This provision does not seem to correspond with the proposal announced by the Lord Chancellor in the House of Lords in May last. That proposal was to give all the law lords and the judges of the Judicial Committee power to assist in the Court of Appeal, while the clause above quoted provides that "any person who *has held* the office of a judge of one of her Majesty's superior courts of England," within the meaning of section 25 of the Appellate Jurisdiction Act, 1876, may sit with the Court of Appeal. The superior courts of England are defined by section 25 of the Appellate Jurisdiction Act, 1876, as *the High Court of Justice* and Court of Appeal, "and the superior courts of law and equity as they existed before the constitution of her Majesty's High Court of Justice." The proposal of the Bill is, therefore, that anyone who "has held" the office of judge of the High Court shall be competent to sit in the Court of Appeal. If this is only intended as a limitation on the choice of members of the Judicial Committee or House of Lords to sit with the Court of Appeal, so as to meet the objection that ex-Indian judges who are members of the Judicial Committee would not be of the smallest service on the bench of the Court of Appeal, it seems to be desirable to define more clearly the judges intended, by saying that any lords of appeal within section 5 of the Appellate Jurisdiction Act, 1876, or any member of the Judicial Committee who has held the office, &c. As the clause stands it is not clear that the mere expression "has held" the offices referred to, including the office of judge of the High Court, necessarily excludes a judge who now holds that office. If it does not, then the clause is a somewhat covert re-introduction of last year's proposal to make the judges of the High Court journeymen judges of the Court of Appeal. But clause 4 of the Bill actually expressly provides for the sitting of judges of the High Court with the Court of Appeal. It proposes that "section 4 of the Supreme Court of Judicature Act, 1875, is hereby amended so as to authorize and empower the attendance of any judge of any division of the High Court of Justice (not being an *ex officio* judge of the Court of Appeal) at the sittings of the Court of Appeal, upon such request, and with such powers as are in the same section mentioned, as well during the time of any spring or summer circuit on which such judge shall not be actually employed in the duty of holding sittings under any commission of assize, oyer and terminer, and gaol delivery, as at any other time." We find it difficult to understand this persistence in a proposal which met with such general condemnation last year, and in favour of which there is no single argument of any validity to be urged except that of economy.

Two amendments of considerable importance and advantage have been introduced into that part of the Irish Crime Bill which deals with the power to expel aliens. Mr. Firth has substituted a bodily incorporation for an incorporation by reference of the Alien Act of 1848, and Mr. Morgan Lloyd has extended the incorporated measure to England and Scotland. It has been pointed out in more than one quarter that an extension to the Isle of Man would be desirable, and there is much to be said for a general extension to all her Majesty's dominions. The question should also be considered to what description of persons under the general term of "alien" the Act is intended to apply. An alien at common law is simply a person born, of whatever parents, out of the dominions of the United Kingdom, but certain statutes have conferred upon aliens, being children or grandchildren of natural-born subjects, the *status* of natural-born subjects. These statutes are 7 Anne, c. 5, 10 Anne, c. 5, 4 Geo. 2, c. 21, and 13 Geo. 3, c. 21, of which the two last are the only important ones. By 4 Geo. 2, c. 21, "all the children born out of the ligeance of the Crown of England or of Great Britain, or which shall hereafter be born out of such ligeance, whose fathers were or shall be natural-born subjects of the Crown of England or of Great Britain at the time of the birth of such children respectively, . . . shall be adjudged and taken to be, and all such children are hereby declared to be, natural-born subjects of the Crown of Great Britain to all intents, constructions, and purposes whatsoever;" and by 13 Geo. 3, c. 21, the provisions of 4 Geo. 2, c. 21, are extended to the children of the persons naturalized by 4 Geo 2, c. 21. The Alien Act of 1848 contains no definition of the term "alien," but the statutes of George the Second and George the Third are clearly prospective, and have the effect of withdrawing many persons who would be foreigners in the common sense of the term from the operation of that Act. As the mere fact of a person being born out of the United Kingdom, therefore, is very far from proof of his being an "alien" in law, and as it seems clear that the burden of proof that any particular person is such alien will lie upon the Government, it may be well to provide for shifting the burden of proof in certain cases, as where the party has resided out of the United Kingdom for more than five years, that being the period of residence in the United Kingdom which, under the Naturalization Act, 1870 (33 Vict. c. 14), s. 7, entitles an alien to a "certificate of naturalization," or, rather, gives him a *locus standi* to apply to a Secretary of State to grant him one. The Naturalization Act, it may be pointed out, contains elaborate provisions for "expatriation," by which "any British subject who has at any time before, or may at any time after, the passing of that Act, when in any foreign State and not under any disability, voluntarily become naturalized in such State, shall, from and after the time of his so having become naturalized in a foreign State, be deemed to have ceased to be a British subject and be regarded as an alien," and this Act was amended in 1872 as regards the United States, and as regards the period between May 13, 1870, and August 10, 1872, by 35 & 36 Vict. c. 39, the schedule to which gives a form of "resumption of nationality."

In connection with the recent discovery of guns and cartridges at Clerkenwell, it is of some consequence to point out that while the storage and conveyance of explosive substances, including cartridges, are subjected to considerable restrictions by the Explosives Act, 1875 (38 Vict. c. 17), the manufacture, storage, and sale of guns is almost entirely free. It is, indeed, provided by the Customs Consolidation Act, 1876 (39 & 40 Vict c. 36), s. 43, that the importation of arms may be prohibited by Order in Council, and the Gun Licence Act, 1870 (33 & 34 Vict. c. 57), imposes a penalty of ten pounds upon any person using or carrying a gun without having in force the ten-shilling annual "gun licence" by that Act required to be taken out. Moreover, the Public Stores Act, 1875 (38 & 39 Vict. c. 25), imposes very heavy penalties upon persons found in possession of any public stores—which term includes all goods and chattels, and therefore guns belonging to the War Office—without lawful authority, "proof of which authority shall lie on the party accused." But apart from the exceptional Acts from time to time passed for Ireland, the gunsmith's business does not appear to have attracted the attention of the Legislature, which in the Bill of Rights, reciting that "several good subjects being Protestants had been disarmed at the same time when Papists were both armed and employed contrary to law," enacts "that the subjects which are Protestants may have arms for their defence suitable to their condition, and as allowed by law." It may be suggested as expedient that a licence should be required for the storage and sale of guns as well as of explosive substances, otherwise many criminal designs may be carried out with comparative immunity by the storage of guns apart from ammunition.

Mr. William O'Brien, Q.C., was, on Wednesday, sworn in before the Irish Lord Chancellor as one of the judges in the Common Pleas Division of the Irish High Court of Justice.

The report of the Controller in Bankruptcy for 1881, just issued, shows, says the *Times*, a further decrease in the number of cases administered under the provisions of the Bankruptcy Act. The number of bankruptcies was 1,005; liquidations by arrangement, 5,216; and compositions, 3,506; making a total of 9,727, against 10,298 in 1880. In addition to the number of estates administered, about 2,000 abortive petitions for liquidation are annually gazetted, the 9,303 arrangements and compositions of 1880 resulting from 11,508 petitions, and the 8,722 of 1881 from 10,652 petitions. The estates of 1881 were, generally speaking, of the same small class as those of the preceding year. Thus the average liabilities in the bankruptcies of 1881 were £2,715, and the average value of the estates only £318. In the liquidations by arrangement the average liabilities were £2,041, and the average value of estates £688. In the compositions the average liabilities were £1,227, and the average value of estates £282.

LANDS "INJURIOUSLY AFFECTED" BY THE CONSTRUCTION OF AUTHORIZED WORKS.

THE important subject of compensation under the Lands Clauses Consolidation Act for injury to land has been recently considered by the House of Lords in *The Caledonian Railway Company* v. *Walker's Trustees* (30 W. R. 569); where it was held, affirming the judgment of the Court of Session in Scotland, that an alteration in the streets connecting the respondents' works with one of the main thoroughfares of Glasgow was a proper subject of compensation. The injury complained of in this case consisted in the destruction of the direct and level access which the respondent had previously enjoyed, and the substitution of a circuitous route crossing a bridge at a somewhat steep gradient. This general description sufficiently indicates the principle involved in the decision—namely, that when the execution of authorized works interferes with the direct and proximate access to private land by a public highway, the land is "injuriously affected" within the meaning of the Acts.

This decision is an excellent example of the refinements which have been introduced into the determination of these questions, and we shall have occasion to refer to it presently as illustrating the anomalies of the established law. The case, however, derives its chief interest from the elaborate review of the earlier authorities in the judgments of the Lord Chancellor and Lord Blackburn, and the opposite opinions expressed by them as to the possibility of harmonizing the previous decisions of the House of Lords. Lord Blackburn considers them as "certainly not easy, and to my mind not possible altogether to reconcile." The Lord Chancellor, on the other hand, while admitting that "some propositions wider than the case itself required may appear to have received countenance from those who advised the House," maintained that the decisions were "capable of being explained and justified upon consistent principles." Whether the previous decisions are in direct conflict or not, it is manifest that, no matter how high the authority of the judge may be, the expression of his individual opinion cannot, after these remarks, be accepted as a safe guide upon this vexed question; and it may be mentioned incidentally that Lords Westbury and Cairns, in two leading cases which established the most important limitations of the company's liability, respectively dissented from the judgments of the majority (see *Ricket* v. *Metropolitan Railway Company*, L. R. 2 H. L. 175, and *Hammersmith Railway Company* v. *Brand*, 18 W. R. 12, L. R. 4 H. L. 171). It is therefore extremely important to determine how far the *principles* regulating these cases of compensation have been finally settled; and this is the subject which we propose briefly to consider in the present article.

We need scarcely remind our readers that all the cases—and they are very numerous—depend upon the construction given to the words "injuriously affected by the execution of the works." These words seem simple and straightforward, but the endless variety of circumstances to which they have to be applied makes this subject, in the words of Lord Westbury, "a striking example of the uncertainty of the law which rests on judicial decisions" (*Ricket* v. *Metropolitan Railway Company*, L. R. 2 H. L. at p. 201).

The policy of the Railway Acts was, in the interest of the community at large, to legalize nuisance, and deprive individuals of rights of action which they might have otherwise enforced: the right to compensation conferred by the Acts being by no means co-extensive with the damage which in some cases is actually suffered. No stronger example of *damnum sine injuriâ* can be furnished than the class of cases recently referred to in these columns (*ante*, p. 487), where the vibration of passing trains has effected a structural alteration in the neighbouring buildings. There are also many other cases in which the owner of land adjoining a railway suffers both inconvenience and loss, and yet is debarred from compensation by the somewhat narrow construction placed on the statute by the judges who have declared the law on the subject.

The principles of abstract justice would seem to require that a chartered monopoly like a railway company should pay to the last farthing for all damage caused to private individuals, whose premises, or the use of whose premises, they had in any way injuriously affected; but this liability has been limited by decision in the following manner:—

(1.) It has been held that no compensation is payable unless an action could have been maintained in respect of the injury if the act which caused it had not been sanctioned by Parliament; and also that such action should have been of one particular kind—namely, for damage to land or some interest in land.

This was the ground of the decision in *Caledonian Railway Company* v. *Ogilvy* (2 Macq. 229), where a railway had been carried on the level across the highway close to a gentleman's lodge. The inconvenience thence resulting was considerable, and was obviously such as rendered the house less attractive and valuable as a place of residence; but the House of Lords held that the inconvenience was one to which all her Majesty's subjects were exposed, and for which no individual remedy existed. The railway being set in motion by the Legislature, all the consequences which result from the ordinary working of the line must be considered as sanctioned by its authority. The right of action is, therefore, gone, and unless the particular injury falls within the provisions of the compensation clauses, the individual is left without any redress. The compensation, moreover, has to be assessed once for all, and the effect of requiring it to be made in respect of an actionable injury is to exclude all prospective damage, no matter how clear it may be that the premises will be depreciated in value (*Broadbent* v. *Imperial Gas Company*, 7 H. L. C. 600). The further limitation, that the damage must be to the land itself, excludes all claims which might have been enforced by a personal action; foremost among which may be mentioned those cases where the individual suffers special damage from what would have been a public nuisance if it had not been authorized by Act of Parliament.

(2.) A still more important limitation was placed on the right to compensation by the case, already referred to, of *Hammersmith Railway Company* v. *Brand*, in which it was decided that compensation cannot be recovered from a railway company in respect of damage or annoyance arising from the working (without negligence) of the railway, even though the value of the property has been actually diminished by the nuisance of smoke, noise, and vibration.

It may thus be considered as finally determined, so far as judicial decision is final, that compensation cannot be recovered unless there is an actionable injury to land, and unless the injury is caused by the execution of the works, and not by the user of the railway. These two principles are theoretically sufficient to determine every case which can arise; but their practical application is by no means free from difficulty, in consequence of the great variety in which these claims for compensation present themselves. Thus, for example, the narrowing of a highway (*Beckett's case*, 16 W. R. 221, L. R. 3 C. P. 82), obstructing the access to a navigable river (*Metropolitan Board of Works* v. *McCarthy*, 23 W. R. 115, L. R. 7 H. L. 243), darkening (ancient?) windows (*Eagle* v. *Charing Cross Railway Company*, 15 W. R. 1016, L. R. 2 C. P. 638), lowering the level of a road (*Reg.* v. *The Eastern Counties Railway Company*, 2 Q. B. 347), and damaging the approaches to a manufactory, as in the case cited at the beginning of this article, have been held proper subjects of compensation; while the injury to "goodwill" by diverting traffic (*Ricket* v. *Metropolitan Railway Company*, L. R. 2 H. L. 175), the interference with the monopoly of a ferry (*Hopkins* v. *Great Northern Railway Company*, 2 Q. B. D. 224), the injury caused by a level crossing (*Ogilvy's case*, 2 Macq. 229), and many similar cases, have been considered as falling outside the scope of the Acts.

It only remains to point out some of the absurdities in the existing law which are brought into prominence by the case of *Caledonian Railway Company* v. *Walker's Trustees*. And, first, as to damage arising from the user of the railway, it seems perfectly clear that greater inconvenience and loss may be suffered in consequence of a level crossing, or a swivel bridge, than from a *detour* of a couple of hundred yards. Yet the owner is, in the former case, left without a remedy, while in the latter he is adjudged compensation, even where the highway affected is only one of several modes of access, and the deviation is

of a very trivial character. We venture to submit that the distinction between damage by user and damage by execution of the works is shadowy and unsatisfactory; but at the same time it must be granted that it is too well established to be overthrown by any power but that of the Legislature. The expression "injury to land" would seem to be primarily confined to some direct and immediate damage to the physical condition of the land; but this meaning is enlarged under the Railway Acts so as to include the depreciation which results from the execution of works in the neighbourhood. This can only be effected by interference with the uses to which the land is put by the occupier; and it seems to be settled that the only subject of compensation is the existing use to which the land is put, without any reference to its future capabilities. Thus Walker's trustees in the recent case were fortunate enough to get compensation because they had a manufactory in full work; if it had been in process of erection their claim would have failed. There is considerable difficulty, no doubt, in furnishing a proper test of damage in such cases; but we should be glad to see some more practical course adopted than that of making the right to compensation depend upon the success of a supposititious action. We shall conclude by stating one further anomaly in the law of compensation, which is closely connected with the subject under discussion. It is this. If a shop, hotel, manufactory, &c., is actually taken by the company, they have to pay for it as a going concern—in other words, its custom or trade is part of the subject-matter of compensation. But the traffic may be diverted, the custom of the house destroyed, and its goodwill rendered valueless without any compensation being payable. Let us put a hypothetical case in illustration of this last distinction. A public-house stands close to a manufactory, and derives its entire revenue from the custom of the operatives. If the line runs through the manufactory without actually touching the public-house, although the value of the latter is reduced to *nil*, it will not be "injuriously affected," whereas if it is itself required to be "taken for the purposes of the undertaking," the company must pay the capitalized value of its annual profits.

THE INDEMNITIES OF A MESNE LANDLORD.

II.

We pointed out last week the difference in the state of facts which exists between the recent case of *Hornby* v. *Cardwell* (30 W. R. 263) and the earlier cases in which it was held that there was no contract of indemnity by the sub-lessee. In the earlier cases there was only a contract by the sub-lessee to perform a set of covenants identical in terms with those of the head lease; in the recent case the house was let "subject in all respects to the terms of the existing lease and the covenants and stipulations contained therein." According to Lords Justices Brett and Cotton there is to be implied from these words a contract by the sub-lessee to indemnify the mesne landlord. "The question is," said Lord Justice Brett, "whether the mesne landlord can recover the costs of defending the first action. That depends, first of all, upon whether he could recover these costs unless in the contract between him and the third party there was to be implied a contract of indemnity, and I think he could not. Can such a contract be inferred? It seems to me that, upon a proper construction of the sub-lease, there was a contract by the third party to fulfil, as between him and the defendant, the covenants which the defendant was bound to fulfil as between him and the plaintiff." The result is that where a sub-lessee has covenanted or agreed to observe and perform all the covenants in the head lease, costs incurred by the mesne landlord in reasonably defending an action brought against him by the head landlord on the covenants of the head lease may be recovered by him against the sub-lessee. On the other hand, if *Penley* v. *Watts* (7 M. & W. 661) is still law, where the sub-lessee has merely covenanted or agreed to observe and perform certain covenants which happen to be identical in terms with those in the head lease, there is no implied contract of indemnity. The two decisions are thus distinguishable, and may possibly both stand together.

The first lesson which the recent case teaches to mesne landlords is the importance of inserting in the sub-lease an express covenant by the sub-lessee to observe and perform all the covenants in the head lease, except the covenant for payment of rent. The result of the recent decision will, probably, be to render less common the practice of setting out in a sub-lease covenants copied from those in the original lease. There can be no doubt that a covenant by the sub-lessee to observe and perform all the covenants and provisions on the part of the lessee contained in the head lease is equally effectual, and it is, of course, a great deal less cumbrous than the former practice. The reason why this course has not been more frequently adopted is probably that, as the sub-lessee must necessarily have a certified copy of the original lease, the saving in cost is not very great. There is now, however, the additional reason for requiring the under-lease to be in this form that (if the two judges of the Court of Appeal are right) the mesne landlord will thereby obtain the right to be indemnified against the costs of reasonably defending actions on the covenants of the head lease. When the Solicitors Remuneration Act has come into full operation we shall probably find sub-leases reduced to much more reasonable dimensions.

The course to be pursued by the mesne landlord, when proceedings are taken against him by the head landlord for breach of covenant, has now become clearly marked out. If the sub-lease contains a covenant by the sub-lessee to observe and perform the covenants in the head lease, the mesne landlord will be entitled to recover the costs of reasonably defending the action by the head landlord. In order to insure that the action is reasonably defended, the mesne landlord should, before taking any steps, give notice to the sub-lessee of the claim of the head landlord, and allow him the opportunity of defending. "If," said Lord Justice Brett in the recent case, "the mesne landlord has given the sub-lessee notice of the claim against him, and given him an opportunity of defending if he choose; if, then, the third party will do nothing, the mesne landlord has reason to defend the case." Since the mesne landlord has usually himself no knowledge whether breaches of covenant have or have not been committed, it is for the sub-lessee to tell him whether he may or may not safely defend (see *Rolph* v. *Carrick*, 16 W. R. 252). If the sub-lessee says, "Do not defend"; of course, the mesne landlord obeys. If the sub-lessee omits to give any directions, and the mesne landlord proceeds *bonâ fide* to defend the action, he will, it seems, be presumed to have acted reasonably. At all events, he may, unless expressly forbidden by the sub-lessee, incur the expense of investigating the head landlord's claim (see *Blyth* v. *Smith*, 5 M. & Gr. 405).

REVIEWS.

DANIELL'S CHANCERY PRACTICE.

The Practice of the Chancery Division of the High Court of Justice and on Appeal Therefrom, being the Sixth Edition of Daniell's Chancery Practice, &c. By Leonard Field, Edward Clennell Dunn, and Theodore Ribton, Barristers-at-Law, assisted by William Henry Upjohn, Barrister-at-Law. Vol. I. Stevens & Sons.

This new edition of the standard Chancery Practice will be generally welcomed, and we are glad that we can speak favourably of the manner in which the editors have accomplished their difficult task of deciding what parts of the old work should be rejected, and of adapting the parts retained to the new practice. There is to be found, in every part of the book we have examined, evidence of great care; the cases are not merely jotted down, but analysed and considered, and no pains appear to have been spared to render the information given both accurate and complete. This is high praise, but we think it is fully warranted by the result of our examination of the work.

The present volume contains the practice relating to an action in the Chancery Division from its commencement down to enforcing the execution of judgments and orders. After a short introduction on the constitution of the Supreme Court and a few words on the present and former modes of commencing a chancery action, we have chapters on the persons who may bring an action and the persons against whom an action may be brought, followed by chapters on parties and proceedings on the part of the plaintiff previous to the issue of the writ. The various stages of an action are then taken up and dealt with in successive chapters and sections of chapters.

We may take as an example of the mode in which the new part of the

book has been executed the section of Chapter IV. relating to parties by service of notice of relief. The arrangement of the matter is unexceptionable. We have, first of all, the provision of ord. 16, r. 17; the general scope of the provision is explained, and then the mode in which the notice is to be given by a defendant claiming contribution, and the cases to which the rule has or has not been held to apply. Then we have the provision of rule 19 of the order, as to notice by the plaintiff and the mode of application for leave to issue the notice, followed by the mode of appearance and defence by the person served, and, lastly, the course to be pursued when the person served appears. The effect of the cases is given very tersely, and, so far as we have observed, all the cases of importance are noticed. This is a good specimen of the execution of the book in general. It is exactly what it professes to be—a concise and careful digest of the practice. If the subsequent volume is carried out with the ability and accuracy which characterize the present volume, Daniell will undoubtedly retain the position it has so long held. The value of the present volume is increased by a full and well-arranged index.

CORRESPONDENCE.

*** A Justices' Clerk.—Next week.

PAINTING AND LETTERING MILESTONES.

[*To the Editor of the Solicitors' Journal.*]

Sir,—It appears to me that the justices of Leicestershire, and the very able clerk of the peace of that county, are involving this matter in great and unnecessary confusion. Surely the case is as clear as day. The auditor in auditing the highway accounts disallows certain expenses incurred by the highway board in painting and lettering the milestones upon a highway, and the question arises by what authority such an expense is incurred. Certainly not by virtue of any Act of Parliament, inasmuch as neither the Highway Act of 1835 nor any other statutory enactment gives any such power, the highway authorities being empowered only to erect *guide-posts* where two or more ways meet; not *milestones* at any and every point where a highway or other authority may choose to imagine them to be desirable. But the county authorities conceive that they have the right (any Act of Parliament or rule of law to the contrary notwithstanding) to impose as a condition, upon their repaying half the cost of the repairs of the main roads out of the county rate under the authority of the Act of 1878, that *milestones* shall be erected and kept in repair. The rules and regulations made by the justices of Leicestershire in this respect are clearly *ultrà vires*, and go beyond their powers altogether. Before the county authority can repay half the cost of the maintenance of the main roads two things must happen. The accounts must be audited, and the roads must be maintained to the satisfaction of the county surveyor. The erection of *milestones or the repairs of same* cannot properly fall within any rules or regulations to be made by the county authority under the Highway and Locomotives (Amendment) Act, 1878, inasmuch as such rules or regulations cannot require anything to be done which the highway authorities cannot themselves do by virtue of some existing statutory enactment.

The clerk of the peace for the county of Leicester is apprehensive that some wayfaring man may err for want of a *guide-post*. I have only to remind him that as to guide-posts it is clear that, under section 24 of the Highway Act of 1835, it would be a dereliction of duty on the part of the highway authorities not to erect and maintain such.

H. A. Ouston, Author of "Highway Law," &c.

Leicester, June 27.

CASES OF THE WEEK.

Contract for Sale of Goods—Monthly Deliveries—Postponement of Deliveries at Request of Purchaser—Refusal to Deliver—Measure of Damages—Special Case—Power of Court to refer to Master.—In a case of *Rose* v. *The Awsworth Iron Company*, before the Court of Appeal on the 23rd ult., a question arose as to the effect, when a contract has been entered into for the sale of goods to be delivered by instalments, of the postponement of the delivery at the request of the purchaser. On August 3, 1878, the defendants agreed to sell to the plaintiff 500 tons of pig iron, at the price of £2 10s. 6d. per ton, to be delivered at the rate of 100 tons per month, commencing in August, 1878. Sold and bought notes, signed by the parties respectively, were afterwards exchanged. At the request of the plaintiff the deliveries were postponed, and no delivery took place until November, 1878, when 22 tons 11cwt. were delivered. Other deliveries, amounting to 45 tons 3cwt., were made on the 13th and 14th of December, 1878. On December 17, 1878, the plaintiff requested the defendants to suspend further deliveries until he should write to them, and on December 30 he wrote to them that he would write when he required a further delivery. In consequence of this the defendants made no further delivery in December, 1878, or in January, 1879. At the further request of the plaintiff the deliveries were again postponed until April, 1879, in which month 56 tons 18cwt. were delivered. In May, 1879, 21 tons 8cwt. were delivered. At the plaintiff's request the further deliveries were again postponed. In September, 1879, 21 tons 19cwt. were delivered. The whole quantity then delivered amounted to 167 tons 19cwt. The plaintiff then wrote to the defendants that he should not require any further delivery that month, and in consequence of this no more iron was delivered in September, 1879. The plaintiff made no request for delivery in October or November, 1879, and none was delivered in either of these months. On December 13, 1879, the plaintiff wrote to the defendants, asking for a supply of iron without further delay, and on December 17 he repeated his request. On December 19 the defendants replied:—"We beg to inform you that, as you refused or failed to take the iron within the time specified in contract, we have cancelled same, and we decline now to make further deliveries, except at current price." The market price of iron was then considerably higher than the contract price. Further correspondence took place, and ultimately this action was commenced in February, 1880. The plaintiff claimed £492 14s. damages for breach of the contract by the defendants. The defendants denied that they had committed any breach of the contract. On July 7, 1880, Lopes, J., ordered a special case to be stated for the opinion of the court. A case was then stated embodying the above facts, and the opinion of the court was asked (1) whether the contract was rescinded before any breach by the defendants, or whether the effect of the correspondence and circumstances was only to extend the period for delivery under the contract; (2) whether the defendants had committed any breach of the contract; and, if they had, then (3) what damages the plaintiff was entitled to, and on what principle the damages should be assessed. If the court should be of opinion in favour of the plaintiff, then judgment was to be entered for the plaintiff for such damages as the court should consider him entitled to, and for the costs of the suit. If the court should be of a contrary opinion, then judgment was to be entered for the defendants, with costs. On the hearing of the special case, the Divisional Court (Manisty, J., and Watkin Williams, J.) ordered judgment to be entered for the plaintiff, with costs, and that the damages should be ascertained by the master. The plaintiff appealed, on the ground that the court ought to have decided the question of damages itself, and not to have referred it to the master. The defendants appealed, on the ground that there had been no breach of contract, and that judgment ought to have been entered for them. The Court of Appeal (Lord Coleridge, C.J., and Lindley and Bowen, L.JJ.) affirmed the decision on the question of breach. Lord Coleridge (who delivered the judgment of the court) said that the decision of the Court of Exchequer Chamber in *Tyers* v *The Rossdale Iron Company* (23 W. R. 871, L. R. 10 Ex. 195), practically concluded the present case. There was no difference in principle between the two cases; there was only a slight difference in the facts, which did not at all affect the judgment of the court. A judgment of the Exchequer Chamber was binding on the Court of Appeal. The decision in that case was that when there was an extension of the time for fulfilling a contract at the request of one of the parties to it, and that party afterwards insisted on the performance of the contract to the disadvantage of the other party who had assented to the extension of time, that other party was still bound by the contract as if it existed in its entirety. The defendants might have stipulated, when they assented to the extension of time, that, in case the price of iron should rise, they would only deliver at the market price; but, not having done this, they could not now take advantage of their own act of good nature.

A question also arose as to the measure of damages. The court were of opinion that the defendants would have been entitled to a reasonable time in which to deliver the remainder of the iron, and were disposed to think that a reasonable time would have been monthly deliveries as originally contemplated, and, consequently, that the damages would be the sum of the differences between the market price of iron, at the times at which the monthly deliveries would have been respectively made, and the contract price. But, as the parties agreed on a sum for damages, it became unnecessary to decide this point.

And, as to the reference of the damages to the arbitrator, the court were of opinion that the Divisional Court had no power to send the question to him. Lord Coleridge, C.J., said that, the facts being fully set forth in the special case, and the judgment of the court being asked as to the principle on which the damages should be assessed, the court could not discharge itself of the duty of deciding the principle.—Solicitors, *Smiles & Co.*; *Dubois & Reid*.

Practice—Appeal—Final or Interlocutory Order or Judgment—Refusal of Writ of Prohibition—Security for Costs—Local Board—Ord. 58, rr. 4, 15.—In a case of *The Queen* v. *The Local Government Board*, before the Court of Appeal on the 21st ult., the question arose whether an appeal from an order of a divisional court discharging a rule *nisi* for a prohibition was an appeal from an interlocutory or from a final order or judgment, and whether, therefore, the proper notice of appeal had been given. The court (Jessel, M.R., and Lindley, L.J.) held that the order was interlocutory. Jessel, M.R., said that there are only two classes of orders and judgments, final and interlocutory. All that are not final are interlocutory. Under the old practice the refusal of a writ of prohibition was not final, because the application might, like an application for a *habeas corpus*, be renewed before any court having jurisdiction in the matter, or before any judge. And now every judge of the High Court had the same jurisdiction.

It was then asked that the appellants, a local board, might give security for the costs of the appeal, on the ground that the Public Health Act, 1875, gave them no power to move in prohibition, and that they had no power to levy a rate to pay the costs of the appeal, and might be unable to pay them. The court ordered security to be given.—Solicitors, *Ingledew & Ince*; *Sharpe, Parkers, & Co.*

Deeds executed on the same Day—Priority of Operation—Deben-

TURES OF COMPANY—PRIORITY—TRUSTEE—LIEN ON TRUST PROPERTY FOR COSTS AND EXPENSES—ASSIGNMENT OF PROPERTY TO CESTUI QUE TRUST.—In a case of *Gartside* v. *The Silkstone and Dodworth Coal and Iron Company*, before Fry, J., on the 27th ult., a question arose as to the priority of debentures of a company which were all sealed on the same day. The directors had power to borrow money on the security of debenture bonds of the company, and on the 10th of February, 1875, they resolved that debenture bonds, dated the 1st of May, 1875, should be issued to meet expenditure on account of capital. The expenditure on account of capital amounted to £15,000, and three persons named Holden agreed to lend £10,000 on the security of debentures of the company, and another person named Gartside agreed to lend £5,000 on the same security. On the 27th of April, 1875, the seal of the company was affixed to 100 debentures for £100 each, numbered respectively from 501 to 600, in favour of the three Holdens, and to fifty debentures for £100 each, numbered respectively from 601 to 650, in favour of Gartside. The seal was affixed to the debentures in the order of their numbers, beginning with the earliest number. On or before the 1st of May the moneys which the debentures were intended to secure were paid to the company, and on the 7th of May the debentures were delivered out to the persons entitled to them respectively. Each of the debentures delivered to the three Holdens contained the following proviso:—"Provided that this debenture and all other debentures of the company, to the amount of £10,000 (the amount intended to be now borrowed by the company), or such of them as shall for the time being be due and unpaid, shall be all taken and considered as between the company and the several holders thereof as one debenture, and shall not be entitled to any preference or priority by reason of priority of date or otherwise, but shall be paid *pari passu* out of the funds of the company." There was a similar proviso in each of Gartside's debentures, the sum £5,000 being substituted for £10,000. The holders of the debentures for the £10,000 claimed priority over the holders of the debentures for the £5,000, and FRY, J., allowed the claim. He said that when two deeds were executed on the same day the court must inquire which of them was executed first. But if there was anything in the deeds themselves which showed that they were intended to take effect *pari passu*, or that one of them was intended to take effect before the other, the court would then assume that they were executed in that order which would effectuate the intention of the parties. There was nothing in the resolution in pursuance of which these debentures were issued which showed anything about their priority. But the debentures themselves showed an evident intention that those for the £10,000 should form one block, and that those for the £5,000 should form another block—in other words, that they should not all go together. The only question, therefore, was which set was to come first. The debentures for the £10,000 had the earlier numbers and were sealed first, and would, therefore, *primâ facie* have priority over the others, and there was nothing in what took place afterwards to deprive them of that priority. A deed executed by a company did not require delivery like the deed of an individual, it only required to be sealed with the seal of the company. There could, therefore, be no delivery in the nature of an escrow, and, there being no condition reserved on the sealing, the debentures for the £10,000 must have priority over the others.

There was another question as to the extent of the lien of a trustee on his trust estate for moneys expended by him in relation to it. Various leases of mining properties had been granted to trustees on behalf of the company. The trustees had assigned one of these leases to the company. And it was contended that, notwithstanding this assignment, the trustees were entitled to a lien on the demised property in respect of rent, and royalties, and other payments which they had made in relation to it. FRY, J., said that the court would not deprive a trustee of trust property without his being repaid any moneys which he had properly expended in relation to it. But there was no authority for holding that this lien remained after the trustee had parted with the property to his *cestui que trust*. It would be most inconvenient to hold that it did. It would be a latent lien, and a purchaser of property which had once been vested in trustees would always have to inquire whether their lien had been satisfied.

A third question arose in this way. The trustees held, on behalf of the company, leases of different properties granted by different lessors, and they claimed to consolidate their lien for expenses in relation to one property with their lien for expenses in relation to the other, and to throw the whole on both properties. FRY, J., held that this could not be done, but the lien on each property could extend only to the expenses incurred by the trustees in relation to that property.—SOLICITORS, *Burn & Berridge; Gregory & Co.; Flux & Leadbitter; Pritchard, Englefield, & Co.; Dollman & Pritchard.*

PRACTICE—COSTS—PLEADING—MORTGAGOR AND MORTGAGEE—JUDGMENT ON ADMISSIONS—DEEDS PLEADED BY REFERENCE—MOTION BY PLAINTIFF FOR JUDGMENT ON ADMISSIONS AFTER ISSUE JOINED—RULES OF COURT, 1876, ORD. 40, R. 11.—In the case of *Barnard* v. *Wieland*, before Chitty, J., on the 23rd ult., a motion was made under ord. 40, r. 11, by the plaintiffs in a foreclosure action for an order in accordance with their statement of claim, or for such order against the defendants as they might be entitled to upon the admissions contained in the statement of defence. It appeared that the plaintiffs, who were second mortgagees, had set out in their statement of claim the purport and effect of the deeds under which they claimed, stating that such deeds were duly executed, and referring to the same by dates and parties. The mortgagors, by their statement of defence, craved leave to refer to the deeds mentioned in the statement of claim, and, save as by such documents when produced should appear, did not admit that the same were to the purport or effect as mentioned in the statement of claim, and also did not admit there was anything due on the mortgage security. The plaintiffs, after delivering interrogatories which the mortgagors answered, joined issue on the 5th of April, and, on the 22nd of May following, served the defendants with the present notice of motion. The mortgagors submitted that if ord. 40, r. 11, had been intended to apply under these circumstances, it would have contained a provision for the supplying of a defendant with copies of the deeds pleaded; as it was, the statement of defence did not admit that the deeds were of the purport and effect stated in the statement of claim. It was also submitted on behalf of a third mortgagee, who had been joined as defendant, and put in a statement of defence denying that there was anything due to the plaintiffs, that, as his only admission was that nothing was owing, no judgment against him could be made on the motion; and, further, that if an order was made against the defendants on the motion, no costs after delivery of defence would be given to the plaintiffs, except costs of the motion: citing *Brown* v. *Pearson* (30 W. R. 436). The plaintiffs produced in court the deeds pleaded. CHITTY, J., said that where, under the old practice, a cause was set down for hearing on bill and answer an affidavit was required if the bill did not plead the execution of the deeds. Here the execution of the deeds had been pleaded by the plaintiffs, and after the admissions of the defendants contained in their non-denial of this fact all that could be required of the plaintiffs was the production of the deeds for the purposes of identification. As to the questions raised by the other defendant, the usual order now made by a foreclosure decree was simply for an account of what was due on the mortgage, including the costs of the action. The plaintiffs were, upon the pleadings, entitled to the ordinary account between mortgagor and mortgagee, and it would be a question for the taxing master whether the costs of the action comprised the costs objected to. Of course, if nothing was found due on taking the account, the action would be dismissed with costs.—SOLICITORS, *W. Ford & A. Ranken Ford; Last & Sons.*

LIMITED COMPANY—WINDING UP—OFFICIAL LIQUIDATOR—APPOINTMENT IN CHAMBERS—MOTION TO DISCHARGE—COMPANIES ACT, 1862, ss. 91, 92.—In the case of *The Great Southern Mysore Gold Mining Company (Limited)*, before Chitty, J., on the 23rd ult., a motion was made to discharge an order appointing an official liquidator. It appeared that an order had been made for the winding up of the company on a shareholder's petition, and that there were practically no creditors of the company. When the order was made the court especially directed that the usual course of accepting the petitioner's nominee as liquidator should not be followed. When the matter came before the judge in chambers, two parties, the one representing 4,000 and the other 16,800 shareholders, appeared in support of different nominees, and after a strenuous contest his lordship called upon a third party appearing, who represented 500 shares to name a gentleman for the office of liquidator, and also directed the chief clerk to take the greatest care that such nominee should be an independent person, and wholly unconnected with the company. The official liquidator having been appointed, the rival parties in chambers joined in supporting the present motion for his discharge, on the grounds that, although no objection could be taken to him personally, yet he could not be said, within the provisions of the 91st section of the Companies Act, 1862, to represent the wishes of the majority of the shareholders of the company, and also that the appointment should, in accordance with the decision in the *Agriculturist Cattle Insurance Company* (3 D. F. & J. 194), have been made by the judge himself, and not by his chief clerk. CHITTY, J., said that when the parties were before him in chambers each of the two contending parties convinced him that it was not for the benefit of the shareholders that the nomination of the liquidator should lie with his opponent. Each successfully destroyed the other's case. This being so, he exercised his discretion, and called upon a solicitor present acting for an independent shareholder to nominate, and at the same time directed his chief clerk to take every precaution to secure the nomination of an impartial person. It was not necessary now to go into all the circumstances and reasons which led him to adopt this course. If any objection was taken to it, such objection should either have been taken at the time, or, if taken subsequently to the appointment, should have been made in chambers, and not in court. The case cited had no application, for the whole matter here had been carefully investigated in chambers by the judge himself. To appear in court by motion was, under the circumstances, a somewhat extraordinary proceeding. There had been a complete and thorough investigation in chambers, which had not, nor could have, taken place in court, and the matter, which was one purely within the discretion of the judge, was at an end. The motion must be refused, with costs.—SOLICITORS, *Greenfield & Abbott; Beall; Baker & Upperton; Jackson & Evans; J. Raven & Co.*

MORTGAGE—POWER OF SALE—BUILDING SOCIETY MORTGAGEES—PURCHASE BY SECRETARY.—On the 24th ult., judgment was given by North, J., sitting for Kay, J., in a case of *Martinson* v. *Clowes*, upon the point whether, on a sale by a building society as mortgagees under their power of sale, the secretary to the society could purchase the property on his own account. The secretary had, in conjunction with the society's solicitors, arranged with the auctioneer about the sale, and had personally taken the directors' instructions for the sale to the auctioneer, and told him what was to be the reserved price. At the sale, the secretary, having asked and been informed by the auctioneer that he could properly bid, did so. The auctioneer stated that though he was an officer he was bidding for himself, and not on behalf of the society, and the bidding was still open. However, after the secretary's bid, no other was made, and the property was knocked down to him. The mortgagor asked to have the sale set aside, on the ground that it was made at an undervalue, and that the secretary really bought on behalf of the society by the instructions of their solicitor conducting the sale. NORTH, J., said it was clear that a mortgagee exercising a power of sale could not purchase on his own account, also that the solicitor or agent of the mortgagee acting for him in the sale could not. He could see no distinction between the case of the solicitor and that of the secretary, who knew all the circumstances of the sale, and had, in conjunction with the solicitor, given the auctioneer

his instructions. The sale, therefore, to the secretary must, in the event of the plaintiff redeeming, be set aside. As to part of the property, which the secretary had agreed to buy, but afterwards, not wishing to take it, had got another person to take at the price he had agreed to give, he said there was nothing to show that such person was in any way otherwise than a *bonâ fide* purchaser, and the case against him failed.—Solicitors, *G. S. & H. Brandon; Johnson & Master*, for *Coaks, Rackham, & Cooper*, Norwich; *Sharpe, Parkers, Pritchard, & Sharpe*, for *Miller, Son, & Stevens*, Norwich; *Crowdy, Son, & Tarry*, for *E. E. Blyth*, Norwich; *Keen & Rogers*, for *Seago & Son*, Lowestoft; *Digby & Jones*, for *Digby & Evans*, Maldon.

Limited Company — Winding up — Creditor's Petition—Disputed Debt—Form of Order.—In the case of *The West Frontino and Bolivia Gold Mining Company (Limited)*, before Chitty, J., on the 24th ult., which was a creditor's petition for the winding up of the company, two items of the debt upon which the petition was founded were disputed by the company. Chitty, J., made an order for the compulsory winding up of the company, but directed the petition to be dismissed if the company paid into court within a week the amount of the debt and costs; the question of the disputed items comprising the debt to be referred to a referee to be agreed upon, or in default to the official referee; the referee to have power to dispose of the question of costs and all questions; and the company to pay the costs of the petition in any event.—Solicitors, *G. Davis & Co.*

Judgment—Priority—Registration—Executor—Order of Administration—23 & 24 Vict. c. 38, s. 3—4 & 5 Will. & Mary, c. 20, s. 3.—In a case of *Van Gheluive* v. *Nerinckx*, before Fry, J., on the 16th ult., a question arose as to the priority of an unregistered judgment debt in the administration of the assets of an intestate. Section 3 of the Act, 23 & 24 Vict. c. 38, recites the provision of section 3 of the Act 4 & 5 Will. & Mary, c. 20, that no judgment not docketed should "affect any lands as to purchasers or mortgagees, or have any preference against heirs, executors, or administrators in their administration of their ancestors', testators', or intestates' estates." It then stated that the later Acts as to the registration of judgments, while providing that unregistered judgments should not affect lands as to purchasers, mortgagees, or creditors until registered, did not expressly enact that they should not have any preference against heirs, executors, or administrators in their administration of their ancestors', testators', or intestates' estates, "in consequence whereof such heirs, executors, or administrators have been held to have lost the protection which they enjoyed" under the Act of William and Mary, and that it was expedient that the protection should be restored. It then provided that no judgment which should not be registered "so as to bind lands, tenements, or hereditaments as against purchasers, mortgagees, or creditors, shall have any preference against heirs, executors, or administrators in their administration of their ancestors', testators', or intestates' estates." In the present case the question was whether, in the administration of the assets of an intestate who died in 1866, the debt of a creditor who had recovered a judgment against the intestate before his death, but who had never registered his judgment, was to be treated as a specialty debt, or whether it could only stand on the footing of a simple contract debt. It was urged on behalf of the judgment creditor that section 3 of the Act, 23 & 24 Vict. c. 38, was only intended to protect the executor or administrator from an action by the judgment creditor for a *devastavit* in case the executor or administrator should pay simple contract debts in priority to the judgment debts, but that it did not affect the order of administration of the assets. Fry, J., refused to accede to this contention. He said that the first question was what the statute of William and Mary meant, and there were many cases which showed that it meant, not only that the executor should be protected from an action for a *devastavit*, but that a judgment creditor whose judgment was not docketed should not be entitled to any priority in the administration of his debtor's estate. This was the view taken by the Master of the Rolls in *Landon* v. *Ferguson* (3 Russ. 349), and by Wood, V.C., in *In re Turner* (12 W. R. 337). Then the Act of 1860 said that it was desirable that the protection which executors and administrators had lost should be restored. What was the protection? It resulted from the placing of unregistered judgments on the same level with simple contract debts. The best way of restoring the protection was to restore that provision, and accordingly section 3 provided, in the same words as the Act of William and Mary, that an unregistered judgment should not have any preference against executors or administrators in the administration of their testators' or intestates' estates, and the meaning was that such judgments were not to have any priority in the administration.—Solicitors, *W. W. Gabriel; Keighley, Shea, & Bevan; Cole & Jackson.*

Illegal Act—Injury to Public—Absence of Evidence of Actual Injury—Right of Attorney-General to Sue—Company—Excess of Statutory Powers—Injunction.—In a case of *The Attorney-General* v. *The Shrewsbury Bridge Company*, before Fry, J., on the 17th ult., the question arose whether the Attorney-General, suing, at the relation of individuals, on behalf of the public, can maintain an action to restrain an illegal act in the absence of evidence of actual injury to the public. The company were empowered by their special Act to make a bridge over a navigable river. Their parliamentary powers had expired, and they were, notwithstanding, continuing their works, and were obstructing a public highway, and driving piles into the river. The action was brought by the Attorney-General, at the relation of some shareholders in the company, and by the same shareholders as plaintiffs, to restrain the company from thus acting in excess of their powers, and from expending their capital upon the unauthorized works. Before the trial the company had obtained a new Act, extending the time for the completion of their works, and it also appeared that they had never intended to apply their capital in the execution of unauthorized works. The only question to be decided at the trial was whether the relators were entitled to the costs of the action so far as it sought relief on behalf of the public. There was no evidence of any actual injury to the public, and the objection was raised that the Attorney-General could not maintain such an action on behalf of the public in the absence of such evidence, reliance being placed on what was said by James, L.J., in *The Attorney-General* v. *The Great Eastern Railway Company* (27 W. R. 759, L. R. 11 Ch. D. 449, 483). Fry, J., overruled this objection, and held that the Attorney-General would have been entitled to an injunction, and, therefore, that the relators were entitled to the costs of the action. He said that there was some conflict, or rather some want of uniformity, in the authorities on the subject, but he thought the result of them was that when an illegal act, such as in its nature tended to the injury of the public, was being committed, the Attorney-General, on behalf of the public, could maintain an action to restrain it, without adducing evidence of actual injury. In one of the earliest cases, *The Attorney-General* v. *The Oxford, Worcester, and Wolverhampton Railway Company* (2 W. R. 330), Lord Romilly, M.R., restrained the opening of a railway which had not been approved by the Board of Trade, on the simple ground that the opening would be an illegal act, affecting the public generally. And in *The Attorney-General* v. *The Cockermouth Local Board* (22 W. R. 619, L. R. 18 Eq. 372), Jessel, M.R., refused to grant an injunction to restrain a private nuisance, because there was no evidence of any nuisance resulting from the defendants' acts, but he restrained the defendants from polluting the water of a river, which was an illegal act. There was in that case no evidence of actual injury to the public, but there was evidence that the defendants were doing an illegal act which, in its nature, tended to the injury of the public. In *The Attorney-General* v. *The Great Eastern Railway Company*, James, L.J., appeared to have expressed a somewhat different opinion, but that case furnished no very clear guide, for Baggallay, L.J., was of opinion that evidence of actual injury to the public was not necessary to entitle the Attorney-General on behalf of the public to an injunction to restrain the commission of an illegal act tending in its nature to the injury of the public. When that case afterwards went to the House of Lords (28 W. R. 769, L. R. 5 App. Cas. 473), there was no decision on this point. But even James, L.J., who was most adverse to the right of the Attorney-General, said that in *The Attorney-General* v. *The Cockermouth Local Board*, "the board were doing works which would or might probably poison a stream, in direct violation of the law which prohibited them from committing a nuisance." In coming, therefore, to the conclusion that the present action could be maintained by the Attorney-General on behalf of the public, his lordship thought he was really acting in accordance with the view of James, L.J. And the language of Lord Hatherley in *The Attorney-General* v. *The Ely, Haddenham, and Sutton Railway Company* (17 W. R. 356, L. R. 4 Ch. 194, 199), supported the view that no evidence of actual injury to the public was necessary when the act was an illegal one, which, in its nature, tended to the injury of the public.—Solicitors, *Clarke, Woodcock, & Ryland; Paterson, Snow, & Bloxam.*

THE RAILWAY COMMISSION.*

June 6 and 7.—*The Ayr Harbour Trustees and P. Barr & Co. (Ayr Steam Shipping Company)* v. *The Glasgow and South-Western Railway Company, the Caledonian Railway Company, the North British Railway Company, and the North-Eastern Railway Company.*

Undue preference—The Railway and Canal Traffic Act, 1854 (17 & 18 Vict. c. 31), s. 2.

The rates charged by railway companies for traffic to ports when such traffic is to be carried from such ports to others, must be, relatively to the distance, equal.

This was an application under section 2 of the Railway and Canal Traffic Act, 1854, by the Ayr Harbour Trustees and P. Barr & Co., for an order enjoining the defendant companies to desist from preferring the traders at Ardrossan and Greenock, and the harbour authorities at those ports, and from subjecting P. Barr & Co. and the Ayr Harbour Trustees to any undue and unreasonable prejudice by charging rates in respect of the traffic from various towns and places on the defendant railways to the port of Ayr, which was to be carried by the steamers of Messrs. P. Barr & Co. to or from Belfast, at rates, relatively to the distance, higher than similar traffic carried from the same places to the ports of Ardrossan or Greenock, and which traffic was to be carried from these ports respectively by the steamers of Messrs. Barr or Messrs. Henderson to or from Belfast. The defendants filed no answer to the application.

Balfour Browne appeared for the applicants.

R. S. Wright, for the defendants.

The Commissioners said that the applicants were entitled to an order and to their costs.

Solicitors for the applicants, *George Davies, Morgan, & Co.*

Solicitors for the defendant railway companies, *William Robertson*, for *Anderson & Patterson*, Glasgow.

COUNTY COURTS.

Southwark.

(Before H. J. Stonor, Esq., Judge, and a jury.)

June 12.—*Jex* v. *Kisdon & Co.*

Employers' Liability Act—Negligence—Section 1, sub-section 2—Superintendence—Manual labour—Section 8.

This was an action under the Employers' Liability Act to recover three years' wages under the following circumstances:—

* Reported by W. H. Macnamara, Esq., Barrister-at-Law.

The plaintiff was a workman in the defendants' employ, and on the 12th of December, 1880, was in the discharge of his duty getting a "sling" from a dark corner of the works, when a carriage-pad, weighing 74lbs., which was being hoisted to the roof by means of a pulley, fell upon him, breaking two of his ribs and injuring his spine.

The cause of the carriage-pad falling was owing to its being negligently attached to the pulley-rope by a boy named Cornwall, who was not called as a witness. A man named Cracknell had told the boy to attach the rope to the pad, but had given him directions as to fastening it, which, if carried out would have prevented, the accident. The man Cracknell admitted that his usual duties were those of manual labour, and it was therefore submitted, at the conclusion of the plaintiff's case, that the employers were not responsible under section 8 of the Act, even if Cracknell should be found guilty of giving the boy a negligent order, and, further, that the plaintiff's evidence showed that the accident arose solely from the boy's negligence.

His HONOUR concurred in this view, and non-suited the plaintiff.

Boardman, for the plaintiff.

Ruegg, for the defendants.

SOUTHWARK.

(Before H. J. STONOR, Esq., Judge, and a Jury.)

June 8.—*Mallett* v. *Badart*.

Employers' Liability Act, 1880—Defect in machinery, section 1, sub-section 1—Contributory negligence.

This was an action under the Employers' Liability Act, brought by a boy aged 16, suing by his next friend, against his employers for compensation for injuries.

The plaintiff sued under sub-sections 1 and 2 of section 1, alleging defect in the machinery and negligence on the part of a foreman.

The accident was caused by the plaintiff pushing in the "slide" of a seed-crushing machine with his foot. The plaintiff stated that, upon entering the employment, he was told by a foreman to take his instructions from a man named Brown, and that Brown had told him that, when the slide would not go home by pushing it with the hands, he was to use his foot. The plaintiff also contended that there should have been a ridge or coping of iron round the basin of the machine, and if this had been there the accident could not have happened. He also called several workmen, who stated that similar machines used in other factories had this ridge or coping.

For the defence it was contended that the proximate cause of the accident was the boy's own negligence in using his foot to shut the slide, and evidence was given that the manager had himself previously cautioned the boy against doing so. It was also stated that the ridge or coping on such machines was only put there for the purpose of allowing a greater amount of seed to be crushed at one time, and was not for the purpose of protection.

His HONOUR left three questions to the jury—(1) Was there defect in the machine? (2) Did this arise or fail to be discovered through the employer's negligence? (3) Was the boy guilty of contributory negligence? The jury answered question No. 1 in the negative and question No. 3 in the affirmative. Judgment for the defendant accordingly.

Boardman for the plaintiff.

Ruegg for the defendant.

SOCIETIES.

METROPOLITAN LOCAL GOVERNMENT (OFFICERS) ASSOCIATION.

The fifth annual meeting and dinner of the Metropolitan Local Government (Officers) Association was held on Monday last at the Star and Garter Hotel, Richmond. The annual report, which was submitted, and ordered to be printed and circulated, touched upon various topics of interest in connection with local government, including the legislation of the past and present sessions; the decision of the Court of Appeal in November last as to the right of occupiers of apartments in "let-out" houses to the franchise, upon which point various pertinent and useful suggestions were made; the anomalous state of the bankruptcy law as to the preferential payment of rates, and other matters; but the topic of principal interest in the report, as in the after-dinner speeches, was the intention of the Government, declared early in the session, to introduce a measure dealing with the local government of the metropolis. This was not treated simply from the official point of view; on the contrary, the advantage of some alteration was recognized by many members; but stress was laid upon the great importance to all concerned, and to ratepayers especially, of the Government, in preparing any scheme, availing themselves of the experience and skill which, for so many years, have been applied to carrying out the present system, by consulting such an association as the present. About fifty members and friends sat down to dinner, amongst them being Mr. W. E. Greenwell (St. Marylebone), president; Messrs. Frank Dethridge (Paddington), and E. Hughes (Plumstead), vice-presidents; Sir W. T. Charley (City of London), Mr. A. Pocock (Metropolitan Board of Works), Dr. Thomas (coroner for Central Middlesex), Rev. J. A. Colebeck, and others.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held on Wednesday, June 21, at the Law Institution, Chancery-lane, London, Mr. P. Rickman in the chair, the other directors present being Messrs. Asker (Norwich), Brook, Harris (Leicester), Hedger, Keen, Pennington, Roscoe, Smith, Veley (Chelmsford), Walters, Williamson, and Woolbert (Mr. Eiffe, secretary). A sum of £300 was distributed in relief of necessitous solicitors and their families; an annuity of £50, named "The Daniel Reardon" Annuity, was granted to a deceased member's widow, and two smaller annuities of £25 each, named respectively "The Elizabeth Reardon" and "The Margaret Reardon" Annuities, were granted to the daughter and widow of deceased non-members; seventy-seven gentlemen were admitted members of the association; the following resolution was unanimously passed—"That the best thanks of the directors of this association be and are hereby presented to Francis Thomas Bircham, Esq., for his kindness in presiding at the late (twenty-second) anniversary festival of this association, held at the Star and Garter Hotel, Richmond, Surrey, on the 14th of June instant, and for his able advocacy on that occasion of the charity to the support of every solicitor throughout England and Wales; in addition, for the handsome list of contributions to the association procured by him in connection with the festival, and for his own generous donation of twenty guineas"; resolutions of thanks were also passed to other principal donors at the late festival; and other general business was transacted.

LAW STUDENTS' JOURNAL.

COUNCIL OF LEGAL EDUCATION.

MICHAELMAS EXAMINATION, 1882.

Examination of Candidates for Pass Certificates.

The attention of students is requested to the following rules:—

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz. (1) Roman law; (2) The law of real and personal property; (3) Common law; and (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in October next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a certificate of fitness for being called to the bar, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Thursday, the 5th day of October next; and he will further be required to state in writing whether his object in offering himself for examination is to obtain a certificate preliminary to a call to the bar; or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will commence on Tuesday, the 17th day of October next, and will be continued on the Wednesday, Thursday, and Friday following.

It will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Tuesday morning, October 17, at ten, on the law of real and personal property; Wednesday morning, October 18, at ten, on common law; Thursday morning, October 19, at ten, on equity; Friday morning, October 20, at ten, on Roman law.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

The examiner in the law of real and personal property will examine in the following subjects:—The elementary principles of the law of real and personal property, with reference chiefly to the treatises of Mr. Joshua Williams on those subjects. Candidates will be examined in the elements of the foregoing subjects.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (4) The procedure in the Queen's Bench Division of the High Court of Justice. Candidates will be examined on general and elementary principles of law.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Administration of assets.

The examiners in Roman law will examine in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

HILARY EXAMINATION, 1883.

Examination of Candidates for Studentships, Honours, and Pass Certificates.

The attention of students is requested to the following rules:—

As an encouragement to students to study jurisprudence and Roman law, twelve studentships of one hundred guineas each shall be established, and divided equally into two classes; the first class of studentships to continue for two years, and to be open for competition to any student as to whom not more than four terms shall have elapsed since he kept his first term; and the second class to continue for one year only, and to be open for competition to any student, not then already entitled to a studentship, as to whom not less than four and not more than eight terms shall have elapsed since he kept his first term; two of each class of such studentships to be awarded by the

council, on the recommendation of the committee, after every examination before Hilary and Trinity Terms respectively, to the two students of each set of competitors who shall have passed the best examination in both jurisprudence and Roman law. But the committee shall not be obliged to recommend any studentship to be awarded if the result of the examination be such as in their opinion not to justify such recommendation.

No student admitted after the 31st of December, 1872, shall receive from the council the certificate of fitness for call to the bar required by the four Inns of Court unless he shall have passed a satisfactory examination in the following subjects—viz. (1) Roman law; (2) The law of real and personal property; (3) Common law; (4) Equity.

No student admitted after the 31st of December, 1872, shall be examined for call to the bar until he shall have kept nine terms; except that students admitted after that day shall have the option of passing the examination in Roman law at any time after having kept four terms.

An examination will be held in December and January next, to which a student of any of the Inns of Court, who is desirous of becoming a candidate for a studentship, or honours, or of obtaining a certificate of fitness for being called to the bar, or of passing the examination in Roman law only, will be admissible.

Each student proposing to submit himself for examination will be required to enter his name, personally or by letter, at the treasurer's or steward's office of the Inn of Court to which he belongs, on or before Saturday, the 9th day of December next; and he will further be required to state in writing whether his object in offering himself for examination is to compete for a studentship, or honours, or of obtaining a certificate preliminary to a call to the bar, or whether he is merely desirous of passing the examination in Roman law under the above-stated rule.

The examination will take place in the hall of Lincoln's-inn; and the doors will be closed ten minutes after the time appointed for the commencement of the examination.

The examination by printed questions will be conducted in the following order:—Thursday and Friday, December 21 and 22, 1882, at ten until one, and from two until five on each day, the examination of candidates for studentships in jurisprudence and Roman law.

The examination of candidates for honours and pass certificates, and for pass in Roman law only, will take place as follows:—Wednesday morning, December 27, at ten, on real and personal property law; Thursday morning, December 28, at ten, on common law; Friday morning, December 29, at ten, on equity; Tuesday morning, January 2, 1883, at ten, on jurisprudence and Roman law; Tuesday afternoon, January 2, 1883, at two, on constitutional law and legal history.

The oral examination will be conducted in the same order, and on the same subjects, as above appointed for the examination by printed questions.

Jurisprudence, International Law, and Roman Law.

Candidates for the studentships will be examined in all the following subjects:—(1) Institutes of Gaius and Institutes of Justinian; (2) Digest, book 18, title 1, "De contr empt"; book 19, title 1, "De act empt et vend"; (3) History of Roman law; (4) Principles of jurisprudence, with special reference to the writings of Bentham, Austin, and Maine; (5) Elements of international law; (6) Principles of private international law. Candidates for honours will be examined in subjects numbered 1, 3, 4, 5, and 6. Candidates for a pass certificate will be examined in the Institutes of Justinian, books 1 and 2; book 3, title 13, to the end of the book; book 4, titles 1 to 5 inclusive.

The examiner in the law of real and personal property will examine in the following subjects:—The elementary principles of the law of real and personal property, with reference chiefly to the treatises of Mr. Joshua Williams on those subjects. Candidates for a pass certificate will be examined in the elements of the foregoing subjects; candidates for honours will have a higher examination.

The examiner in common law will examine in the following subjects:—(1) The law of contracts; (2) The law of torts; (3) Criminal law; (4) The procedure in the Queen's Bench Division of the High Court of Justice. Candidates for a pass certificate will be expected to know general and elementary principles of law. From candidates for honours the examiner will require a more advanced knowledge of the application of those principles, and a knowledge of leading decisions.

The examiner in equity will examine in the following subjects:—(1) Trusts; (2) Administration of assets; (3) Partnership; (4) Husband and wife. Candidates for honours will be examined in all the above-mentioned subjects. Candidates for a pass certificate in those numbered 1 and 2 only.

The examiners in constitutional law and legal history will examine in the following books and subjects:—(1) Stubb's Constitutional History of England; (2) Hallam's Constitutional History; (3) Broom's Constitutional Law; (4) The Principal State Trials of the Stuart Period; (5) The concluding chapter of Blackstone's Commentaries, being that "On the Progress of the Laws of England." Candidates for honours will be examined in all the above-mentioned books and subjects.

By order of the council,

(Signed) JAS. ANDERSON, Chairman, *pro tem.*

Council Chamber, Lincoln's Inn Hall, June 5.

UNITED LAW STUDENTS' SOCIETY.

At a meeting of this society, held at Clement's-inn Hall on the 21st ult., Mr. E. F. Spence in the chair, Mr. Williams moved, "That places of amusement should be opened on Sundays." The motion was supported by Messrs. Parsons, Spence, and Roberts, the opinion being that the words did not necessarily mean that *all* places of amusement should be opened. Messrs. Collyer and Edlin opposed the motion, and an independent position was taken by Messrs. Richardson and Bull. After a reply from the opener, the motion was put to the meeting, which, upon a division, was carried by the casting vote of the chairman.

OBITUARY.

MR. JOHN ROBERT DANIEL TYSSEN.

Mr. John Robert Daniel Tyssen, who formerly practised as a solicitor, died at his residence, Lower Rock-gardens, Brighton, on the 11th ult. Mr. Tyssen was born on November 7, 1805, and was educated at Westminster. He practised for many years as a solicitor at Hackney, where he was steward of the manors and attended to the management of the estates now belonging to Mr. Tyssen—Amherst, M.P. for West Norfolk. Mr. Tyssen retired from business in 1858, and moved to Brighton, where he has resided ever since. He was one of the original directors of the Law Fire Insurance Society, and continued to take an active part in its affairs till disabled by illness, some six months before his death. He was well known in the archæological world, both in this country and in Holland, and he accumulated a vast mass of information relating to his own ancestors and other Dutch settlers in England, and the ancient history of the parish of Hackney, and the history of church bells.

CHIEF JUSTICE SEMPER.

Mr. Hugh Reilly Semper, Chief Justice of Gibraltar, died on the 18th ult., after a short illness, at the age of fifty-one. The late Chief Justice was the youngest son of Mr. Hugh Reilly Semper, of St. Kitt's, where he was born in 1831. He spent the early part of his life in the West Indies, and was for several years a member of the Executive Council of Montserrat. He afterwards came to England and entered at the Middle Temple, where he was called to the bar in Trinity Term, 1866. He was for some time Crown Law Officer for the Island of Tortola, and he was appointed Attorney-General of St. Kitt's in 1870, of the Leeward Islands in 1872, and of Barbadoes in 1874. He was a puisne judge for the colony of British Guiana from 1878 until about four months ago, when he succeeded Sir George Philippo as Chief Justice of Gibraltar.

MR. THOMAS WOOLLETT.

Mr. Thomas Woollett, solicitor and notary, died at Newport, Monmouthshire, on the 20th ult., from paralysis. Mr. Woollett was born in 1807. He was admitted a solicitor in 1833, and had practised for nearly fifty years at Newport. He was a notary public, a perpetual commissioner for Monmouthshire and Glamorganshire, and a commissioner for affidavits in admiralty. Mr. Woollett was elected town clerk of Newport in 1838, and held that office till his death, although (in consequence of his feeble health) there has been for several years a deputy town clerk. He was a widower and leaves no family. Mr. Woollett was buried at the Newport Cemetery on the 23rd ult., most of the members of the corporation being present at the funeral.

SIR PHILIP PROTHEROE SMITH.

Sir Philip Protheroe Smith, solicitor, died at his residence, Premorvah, Truro, on the 24th ult., in his seventy-second year. Sir P. Smith was the son of Mr. Thomas Smith, of Bideford, and was a younger brother of the Right Hon. Montague Smith. He was born in 1810, and was educated at the Bideford Grammar School. He was admitted a solicitor in 1832, and for nearly fifty years had carried on an extensive practice at Truro. During the last few years he had been associated in partnership with Mr. John Richard Paull (the clerk to the county magistrates and commissioners of taxes), and with Mr. Robert Macleane Paull. He was a perpetual commissioner for the county of Cornwall; and had been for several years secretary to the Vice-Warden of the Stannaries. Sir P. P. Smith was one of the borough aldermen, and had been three times mayor of Truro. He filled that office in 1880 on the visit of the Prince of Wales to Truro to lay the first stone of the new cathedral, and he received the honour of knighthood in commemoration of that event. He was an active supporter of the Conservative party, and a few years ago declined an invitation to become a candidate for the representation of Truro. Sir P. Smith was married to a daughter of the late Mr. William Paull, of Truro.

LEGAL APPOINTMENTS.

Mr. PHILIP EDWARD LIONEL BUDGE, solicitor and notary, of Poole, has been appointed Clerk to the Poole Board of Guardians, Assessment Committee, and Rural Sanitary Authority. Mr. Budge was admitted a solicitor in 1874. He is clerk to the Commissioners of Taxes at Poole.

Mr. AUGUSTUS FITT DRAKE, solicitor, of Lewes, has been appointed Clerk to the Magistrates at Seaford and Town Clerk of that borough, in succession to his partner, the late Mr. Inigo Gell. Mr. Drake was admitted a solicitor in 1872.

Lord BRAMWELL has been appointed a Member of the Royal Commission on Thames Sewage.

Mr. JOSEPH BRADBURY, solicitor, of Oldham, Ashton-under-Lyne, and

Saddleworth, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. GEORGE EDWARD COKAYNE, barrister, Lancaster herald, has been appointed Norroy King of Arms and Principal Herald of the North Parts of England. Mr. Cokayne is a graduate of Exeter College, Oxford. He was called to the bar at Lincoln's-inn in Easter Term, 1853.

Mr. GABRIEL PRIOR GOLDNEY, barrister, who has been elected Remembrancer to the Corporation of London, in succession to Mr. Charles Henry Robarts, is the eldest son of Sir Gabriel Goldney, baronet, M.P. for Chippenham, and was born in 1843. He was educated at Harrow and at Exeter College, Oxford, and was called to the bar at the Inner Temple in Easter Term, 1867. He has practised at the Parliamentary Bar, and also on the Western Circuit, and at the Wiltshire, Salisbury, Bath, and Bristol Sessions. Mr. Goldney acted in 1875 as a commissioner to inquire into the existence of Corrupt Practices in the city of Norwich, and he was recorder of Helston from 1876 till 1879, when he was appointed recorder of Poole.

Mr. FREDERICK BAILEY, Q.C., and Mr. WALTER BLACKETT TREVELYAN, have been elected Benchers of the Middle Temple.

Mr. BEAUMONT SHEPHEARD, solicitor, of Ealing (of the firm of Shepheard & Sons, of 32, Finsbury-circus, E.C.), has been appointed by Joseph Savory, Esq., sheriff-elect for London and Middlesex, to be his Under-Sheriff for the year ensuing.

DISSOLUTION OF PARTNERSHIP.

JOHN G. DEARLE, and JOHN EDGEWORTH, solicitors, Eastbourne and Hailsham, Sussex. June 20. John Edgeworth will alone carry on the businesses. [*Gazette*, June 23.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

ANGLO-AMERICAN CATTLE COMPANY, LIMITED.—Chitty, J., has by an order, dated March 4, appointed George Augustus Cape, 8, Old Jewry, to be liquidator

BOGNOR RESIDENCES AND HOTEL COMPANY, LIMITED.—By an order made by Bacon, V.C., on May 6, the company was ordered to be wound up. Cridge and Bell, Bishopsgate st, solicitors for the petitioner

DYNEVOR IRON AND TIN PLATE COMPANY, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Chitty, J., on July 1. Meredith and Co, New sq, Lincoln's inn, agents for Brown, Bristol, solicitor for the petitioner

CWM AVON ESTATE AND WORKS COMPANY, LIMITED.—Petition for winding up, presented June 15, directed to be heard before Chitty, J, on July 1. Vant, Leadenhall st, solicitor for the petitioner

GLOBE ACCIDENT ASSURANCE COMPANY, LIMITED.—Creditors are required, on or before Aug 1, to send their names and addresses, and the particulars of their debts or claims, to Henry Newson Smith, 37, Walbrook. Oct 27 at 12 is appointed for hearing and adjudicating upon the debts and claims

HAVEN GOLD MINING COMPANY, LIMITED.—Creditors are required, on or before July 18, to send their names and addresses, and the particulars of their debts or claims, to Horace Woodburn Kirby, 4, Coleman st. July 26 at 12 is appointed for hearing and adjudicating upon the debts and claims

KEIGHLEY HERALD NEWSPAPER COMPANY, LIMITED.—Chitty, J., has by an order, dated May 23, appointed William Mann, Keighley, to be the official liquidator

KOFF'S EXTRACT OF MEAT AND COMPRESSED FOOD COMPANY, LIMITED.—Petition for winding up, presented June 20, directed to be heard before Fry, J., on July 7. Lewin and Co, Southampton st, Strand, solicitors for the petitioning company.

SOUTH-EASTERN BONDED WAREHOUSES AND WHARF COMPANY, LIMITED.—Petition for winding up, presented June 19, directed to be heard before Chitty, J., on July 1. Hughes and Co, Budge row, solicitors for the petitioners

[*Gazette*, June 23.]

ASSOCIATED WINE MERCHANTS, LIMITED.—Petition for winding up presented June 23, directed to be heard before Fry, J., on July 7. Coode and Co, Bedford row, agents for Daw and Son, Exeter, solicitors for the petitioners

GREAT SOUTHERN MYSORE GOLD MINING COMPANY, LIMITED.—Chitty, J., has by an order dated June 2, appointed Arthur Cooper, 14, George st, Mansion House, to be official liquidator

INDIAN KINGSTON AND SANDHURST GOLD MINING COMPANY, LIMITED.—Petition for winding up presented June 20, directed to be heard before Hall, V.C., on July 7. Styer, Royal Exchange avenue, solicitor for the petitioners

NORTH WALES FREEHOLD COPPER MINES AND SMELTING COMPANY, LIMITED.—Creditors are required, on or before July 25, to send their names and addresses, and the particulars of their debts or claims, to Alfred Cotton Harper, Billiter House, Billiter st. Aug 2 at 12 is appointed for hearing and adjudicating upon the debts and claims

HALIFAX BUILDING AND QUARRYING COMPANY, LIMITED.—Chitty, J., has by an order, dated April 27, appointed Jonas Dearnley Taylor, Halifax, to be official liquidator

STANDARD CREDIT COMPANY, LIMITED.—Creditors are required, on or before July 21, to send their names and addresses, and the particulars of their debts or claims, to William Cornish Cooper, 20, King's Arms yd, Coleman st. July 28 at 12 is appointed for hearing and adjudicating upon the debts and claims

STANDARD CREDIT COMPANY, LIMITED.—Kay, J, has, by an order dated June 9, appointed William Cornish Cooper, 20, King's Arms yd, Coleman st, to be official liquidator

STANDARD BANK OF LONDON, LIMITED.—By an order made by Hall, V.C., dated May 19, it was ordered that the above bank be wound up. Norton, Queen st, solicitor for the petitioner

VINCENT TIN MINING COMPANY, LIMITED.—By an order made by Chitty, J, dated June 17, it was ordered that the above company be wound up. Romer, Warwick ct, solicitor for the petitioner

[*Gazette*, June 27.]

STANNARIES OF DEVON.

LADY BERTHA UNITED COPPER AND TIN MINING COMPANY, LIMITED.—Petition for winding up, presented June 20, directed to be heard before the Vice Warden, at the Law Institution, Chancery lane, on July 3 at 3.15. Affidavits intended to be used at the hearing in opposition to the petition must be filed at the Registrar's Office, Truro, on or before June 30, and notice thereof must, at the same time, be given to the petitioners, their solicitors, or agent. Cock, Truro, agent for Snell and Co, George st, Mansion House, solicitors for the petitioners

[*Gazette*, June 23.]

COUNTY PALATINE OF LANCASTER.

UNLIMITED IN CHANCERY.

SAINT HELENS AND SUTTON VICTORIA PERMANENT BENEFIT BUILDING SOCIETY.—Petition for winding up, presented June 22, directed to be heard at the sitting of the court on Aug 3, at St George's Hall, Liverpool. Collins and Co, Liverpool, solicitors for the petitioner

[*Gazette*, June 23.]

FRIENDLY SOCIETIES DISSOLVED.

FRIENDLY SOCIETY OF MINERS, Tavistock, Devon. June 17

[*Gazette*, June 23.]

TRAWSFYNYDD FRIENDLY SOCIETY, Trawsfynydd, Merioneth. June 21

[*Gazette*, June 27.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

June 22.—*Bills Read a Second Time.*

Cathedral Statutes Amendment; Judgments (Inferior Courts).

Bills in Committee.

Interments (felo-de-se); Local Government Provisional Order, Nos. 2, 6, and 10; Land Drainage Provisional Order; Customs and Inland Revenue; Somersham Rectory.

Bills Read a Third Time.

PRIVATE BILLS.—Newhaven Harbour; Liverpool Tramways; Liverpool United Gaslight Company; Exmouth Gas; Metropolitan Railway; London, Brighton, and South Coast Railway (Various Powers); East and West India Dock Extension.

Public Health (Fruitpickers' Lodgings); Local Government Provisional Order (Artizans' and Labourers' Dwellings).

June 23.—*Bills Read a Second Time.*

PRIVATE BILLS.—Swindon, Marlborough, and Andover Railway; North London Suburban Tramway; London Street Tramways Extension; London and South-Western Railway.

Bills in Committee.

Artillery Ranges; Cathedral Statutes Amendment.

Bills Read a Third Time.

PRIVATE BILLS.—Stroud Water; Northwich Gas.

Interments (felo-de-se).

June 26.—*Bill in Committee.*

Poor Rates.

Bills Read a Third Time.

PRIVATE BILLS.—Lecky and Smith's Patent; West Lancashire Railway; Seacombe, Hoylake, and Deeside Railway; Manchester, Sheffield, and Lincolnshire Railway and Cheshire Lines; Northampton Tramways (Extensions); Padiham and Hapton Local Board.

Local Government Provisional Order, Nos. 4 and 7; Artillery Ranges.

New Bill.

Bill to amend the Merchant Shipping Acts (Earl of KIMBERLEY).

June 27.—*Bill Read a Second Time.*

Lunacy Regulation Acts Amendment.

Bill in Committee.

Local Government Provisional Order (No. 8).

Bills Read a Third Time.

PRIVATE BILLS.—Rugby Gas; Accrington Corporation Tramways; Hull Extension and Improvement; Oswaldtwistle Local Board.

Poor Rates.

New Bill.

Bill to amend the Supreme Court of Judicature Acts (LORD CHANCELLOR).

HOUSE OF COMMONS.

June 22.—*Bill in Committee.*

Partnerships.

Bills Read a Third Time.

PRIVATE BILLS.—Accrington Improvement; Blackburn Improvement; Bolton Improvement; Bristol City Corporation of the Poor; Chadderton Improvement; Macclesfield Corporation; Manchester Corporation; Newcastle-upon-Tyne Improvement; Local Government Provisional Orders (No. 5).

Vagrancy.

June 26.—*Bills Read a Second Time.*

PRIVATE BILLS.—Cyfarthfa Works; Devon and Cornwall Central Railway.

Bill Read a Third Time.

PRIVATE BILL.—Liskeard and Caradon Railway.

June 27.—*Bill Read a Second Time.*

Public Health (Fruitpickers' Lodgings).

Bill in Committee.

Corn Returns (No. 2).

Bill Withdrawn.

Copyhold Enfranchisement.

Bill in Committee.

Metropolitan Board of Works (Money).

June 28.—*Bills Read a Second Time.*

PRIVATE BILL.—Bawtry and Trent Railway and Dock.
Surrey (Trial of Causes); Interments (felo-de-se).

Bill in Committee.

Baths and Washhouses Act Amendment.

NEW ORDERS, &c.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Wednesday, the 10th day of May, 1882.

Whereas there are in court various sums of ordinary, preference, debenture, and other stocks, shares, and securities in railway, canal, and other companies and undertakings standing to the credit of certain causes, matters, and accounts.

And whereas from time to time such stocks, shares, and securities are converted into other securities by resolutions of the companies or undertakings under powers in Acts of Parliament in that behalf, or by effluxion of time, or otherwise, and new shares or sums of stock are from time to time allotted to holders of such stocks, shares, and securities so in court as aforesaid, and are so allotted to the Chancery Paymaster; and it is for the benefit of the persons interested therein that such allotments should be sold, and the proceeds thereof dealt with in manner hereinafter mentioned.

And whereas the Chancery Paymaster is unable to deal with the securities so substituted for other securities, or with the dividends thereon, or to dispose of such allotments, or realize the value thereof, without an order in that behalf, and the making of such order, if an order of court, involves some unavoidable delay, and if orders are obtained by the parties to the causes and matters to the credit of which the securities stand upon which such allotments are made, unavoidable expense is also incurred, and it is desirable to prevent such delay and expense.

Now I do order that whenever from any cause any sum of stock or any share or shares, or other security standing in court to the credit of any cause, matter, or account is or are converted into any other stock, share, or other security, so that the description thereof will differ from the description given of such original stock, share, or security in the order, fiat, report, or certificate, power of attorney, or other instrument under which the Chancery Paymaster acts respecting the same, the Chancery Paymaster do write off from the credit of the several causes, matters, and accounts the sums of stock, share or shares, or other security so converted, and do place to the credit of the same causes, matters, and accounts proportionate amounts or numbers of the stocks, shares, or other security so substituted for the same; and that, except in so far as any of such sums of stock, shares, or security may be affected by any order brought to the Chancery Pay Office in due time for that purpose, the Chancery Paymaster do, as far as may be practicable, give effect to all directions contained in any order, fiat, report, or certificate, and to all powers of attorney and other instruments which shall refer to any of such sums of stock, share or shares, or other security so converted as aforesaid, or the dividends thereon, as if they referred to the security substituted in lieu thereof or the dividends thereon, but no payments of income moneys shall be made in pursuance hereof in any case where the substituted security is in the nature of a terminable annuity.

And I do further order that whenever any allotment letters, scrip allotments, or other securities be allotted or assigned in respect of any sums of stock, or of any share or shares or other security standing in court to the credit of any cause, matter, or account, such allotment letters, scrip allotments, or other securities, excepting such of them, if any, as may be affected by any order brought to the Chancery Pay Office previously to the delivery of such allotment letters, scrip allotments, or other security to the Chancery Broker for sale, be delivered by the Chancery Paymaster to the Chancery Broker to be sold. And that the moneys to arise by the said sale be paid (without deduction for brokerage) by the Chancery Broker to the Chancery Pay Office Account at the Bank of England, and be placed in the books of the Chancery Pay Office to the credit of the various accounts on which the said stocks, share or shares, or other security are standing, in respect of which such allotment letters, scrip allotments, or other security have been received; and that such moneys, if amounting to or exceeding £10, be placed on deposit without any request for that purpose. SELBORNE, C.

We concur in this order,
G. JESSEL, M.R.
JAMES BACON, V.C.

We concur in this order,
CHARLES C. COTES.
JOHN HOLMS.

According to the last bulletin, Vice-Chancellor Hall continues to improve. No further bulletin will be issued for a few days.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

ADAMS, FRANCES, Cochrane ter, St John's Wood July 15. Porteous v Smith, Fry, J. Smith, Furnival's inn, Holborn
COWDERY, WILLIAM LANSLEY, Newport, Isle of Wight, Gent. July 21. Wadham v Cowdery, Kay, J. Estcourt, Newport
CURTIS, MICHAEL JOSEPH, Southport, Lancaster, Draper. July 14. Parry v Curtis, Chitty, J. Threlfall, Southport
EDWARDS, FRANCIS, Bognor, Sussex. July 10. Harvie v Stanley, Bacon, V.C. Evans, Gracechurch st
EVANS, EDWIN PAUL, Cleobury Mortimer, Salop, Chemist. July 14. Evans v Evans, Chitty, J. Trow, Cleobury Mortimer
POLLARD, DANIEL, Great Horton, Bradford, York. July 10. Wood v Bottomley, Hall, V.C. Peel, Bradford
RAINFORD, WILLIAM, Preston, Auctioneer. July 10. Rainford v Rainford, Bacon, V.C. Abbott, Preston
SHARP, ALEXANDER, Gore pl, Hackney. July 15. Dundas v Kerwin, Hall, V.C. Copping, Godliman st, Doctors' commons
STONE, HENRY, Donnington-le-Heath, Ibstock, Leicester, Farmer. July 20. Thomas v Stone, Kay, J. Deane, Loughborough
SWIRE, SAMUEL, Ashton-under-Lyne, Coal Merchant. July 11. Mellor v Swire, Bacon, V.C. Gartside, Manchester
TEALE, WILLIAM HENRY, Stanstead Abbots, Hertford. July 15. Teale v Teale, Kay, J. Jenkins, Doctors' commons [*Gazette*, June 16.]
BLACHFORD, ELLEN MARGARET, Oxford. July 20. Blachford v Worsley, Fry, J. Millett, Old Palace yard, Westminster
BRAILSFORD, Rev HODGSON, D.D., Exbourne, Devon. July 14. Brailsford v Brailsford, Chitty, J. Broome, Staple inn, Holborn
CALLAGHAN, DANIEL, Pusey Hall, Clarendon, Jamaica, Planter. Dec 1. Callaghan v Lambert, Hall, V.C. Pennington, New sq, Lincoln's inn
FOX, WILLIAM, Leverton, Lincoln, Blacksmith. July 20. Brown v Fox, Hall, V.C. Waite, Boston
GILLOTT, JOSEPH, Runskill, Nottingham, Yeoman. July 17. Gillott v Gillott, Kay, J. Burdekin and Co, Sheffield
JEFFERSON, WILLIAM, Pudsey, York, Gent. July 10. Jefferson v Jefferson, Bacon, V.C. Porrett, Sheffield
JONES, ROBERT, Gronant, Anglesey, Farmer. July 17. Williams v Williams, Kay, J. Jones, Finsbury circus
MURRAY, THOMAS HUNTER, Chester-le-Street, Durham, Engineer. June 28. Woods v Greenwell, Hall, V.C. Maddison, Durham
WALLIS, JOHN, Bishopwearmouth, Durham, Master Mariner. July 15. Craggs v Wardropper, Kay, J. Mann, Sunderland
WARNES, HEWLING LUSON, Pailing, Norfolk, Miller. July 21. Lacons v Warnes, Kay, J. Clowes, Great Yarmouth
WILSON, WILLIAM, Pe Caw Grange, Durham, Timber Merchant. July 22. Swinney v Wilson, Fry, J. Indermaur, Chancery lane [*Gazette*, June 20.]

CREDITORS UNDER 22 & 23 VICT. CAP. 35.
LAST DAY OF CLAIM.

ANDERSON, MURRAY, Camden st, Camden Town, Gent. Aug 1. Billinghurst and Wood, Bucklersbury
AYRES, SARAH, New Barnet, Herts. Aug 1. Boyes, Barnet
BATSON, SARAH, Kennington pk rd, Surrey. July 10. Platt, Robert st, Adelphi
BIRCH, JAMES, Liverpool, Corn Merchant. July 8. Bellringer and Cunliffe, Liverpool
BULLIVANT, WILLIAM, Broadstairs, Kent, Gent. July 15. Dodd, Reading
CARVETH, WILLIAM, St Allen, Cornwall, Yeoman. July 15. Chilcott, Truro
DAY, WILLIAM, Bath, Gardener. July 25. Stone and Co, Bath
DUNCAN, MARGARET, Liverpool. June 26. Priest, Liverpool
ELGHE, JEREMIAH SAVAGE, Ventnor, Isle of Wight, Esq. Aug 7. Asprey, Furnival's inn
ELIOTT, RUSSELL, Appleby Castle, Westmoreland, Retired Admiral in Her Majesty's Navy. Aug 8. Bennett and Co, Lincoln's inn
GODFREE, JOHN BAYLISS, Great Rissington, Gloucester, Farmer. July 16. Brown, Burford
HAMERY, WALTER RALEIGH GILBERT, Paddington. Aug 1. Longcroft and Myers, Clement's inn, Strand
HASLEWOOD, FRANCES CATHERINE, Brighton, Sussex. July 12. Hare and Co, Surrey st, Victoria Embarkment
HEATH, HENRY, Knowle, Warwick, Licensed Victualler. July 31. Woodward, Birmingham
JOHNSON, CHARLES RICHARDSON, Southsea, Hants, Vice-Admiral in the Royal Navy. Aug 1. Johnsons and Co, Austin Friars
JONES, CHARLES HYNDMAN, Demerara, British Guiana, Gent. Aug 31. Arnold and Co, Carey st, Lincoln's inn
LANG, WILLIAM, Kirkdale, Upper Sydenham, Kent. July 31. Burroughs and Bisdee, Forest Hill
LLOYD, JANE, Llantysilio, Denbigh. Aug 5. Richards, Llangollen
MCKERRELL, WILLIAM, Norfolk sq, Hyde Park. July 20. Baileys and Co, Berners st
MCKERROW, GEORGE PAGAN, Waterloo, Lancaster. July 8. Morecroft and Winstanley, Liverpool
MAKINGS, SARAH, Billericay, Essex. July 17. Woodard and Hood, Ingram court, Fenchurch street
MALLINSON, JOHN RICHARD, Almondbury, York, Woollen Cloth Manufacturer. July 10. Bottomley, Huddersfield
MATTOCK, JOHN, Embsay, near Skipton, York, Grocer. July 1. Heelis and Thompson, Skipton
NEWTON, ELIZABETH, The Shades, Montague Close, London Bridge. July 20, Pope, Gray's inn sq
NUTTALL, EDWARD MORGAN, Liverpool, Gent. July 15. Harvey and Co, Liverpool
RUMBOLL, HENRY, Lawrence lane, Stuff Merchant. July 20. Chandler, Bishopsgate st within
SKINNER, ELIZA, Clarence pl, Clapton sq. July 18. Burkitt, London wall
STODDART, JOSEPH, Huddersfield, York, Jeweller. Aug 1. Craven and Sunderland, Huddersfield
WEBB, MARY ANN, Upper Tooting, Surrey. July 1. Stoneham and Co, Philpot lane, Fenchurch st
WHITE, WILLIAM, Rawlins st, Liverpool, Tailor. Aug 1. Dauncey and Co, Wotton-under-Edge
WHITE, WILLIAMS CAUSTON, Sandown, Isle of Wight, Gent. June 30. Carter and Barber, Austin Friars [*Gazette*, June 9.]
ASHTON, MARY, Axminster, Devon, Waitress. July 3. Forward, Axminster
CAMPBELL, ARTHUR EDWARD, The Albany, Piccadilly, Esq. Aug 9. Wade and Lyall, 86 Helen's pl
COOPER, FRANCES CHARLOTTE, Louth, Lincoln. Sept 1. Allisons and Allison, Louth
DAVENPORT, ESTHER, Rodborough, Gloucester. June 30. Heelas and Davis, Stroud
DICKINSON, Rev HENRY, Golborne rd, Notting hill, Clerk in Holy Orders. July 10. Sykes, Old Broad st
FERRIS, RICHARD, Dawlish, Devon, Coal Merchant. Aug 1. Gidley, Bedford circus, Exeter
FLETCHER, JOHN SHEPHERD, Kersal, near Manchester, M.D, July 23. Atkinson and Co, Manchester

GEE, MARY ANN, Manchester. July 31. Bond, Manchester
GILLARD, JOHN, Rectory rd, Stoke Newington, Dealer in Horse Food. July 20. Neave, Friday st
HARMON, SAMUEL, Grevill pl, Kilburn, Merchant. July 15. Drake and Co, Rood lane
HARMON, WILLIAM, Woolwich, Kent, Gent. July 21. Satherland, Woolwich
HOWEY, JOHN, Southampton. July 15. Watts, Southampton
KINGSTON, WILLIAM JOHN WHITE, Gateshead, Provision Dealer. Aug 13. Dixon, Gateshead
LEIGH, JOHN, New Windsor, Berks, Chemist. Aug 31. Long and Co, Windsor
LETT, EDWARD, Brixton rd, Esq. July 15. Cornford, Devereux bldgs, Devereux ct, Temple
LUNN, THOMAS, Newcastle upon Tyne, Barman. July 1. Robson, Gateshead
MCADAM, GEORGINA KEITH, Weston Park, near Bath. Aug 1. Gibbs, Bath
MAY, JAMES, Lansdowne crescent, Notting hill, Esq. Sept 5. Broomhead and Co, Sheffield
MAY, JOHN, Lucretia rd, Kennington rd, Lambeth, Mat Maker. June 30. Cooper and Walker, Billiter st
NUNN, ROGER STURLEY, Colchester, Surgeon. July 22. Turner and Co, Colchester
PRENTICE, WILLIAM, Leicester, Gent. July 17. Burgess and Williams, Leicester
PRICHARD, MATTIE, Onslow pl, South Kensington. July 20. Fussell and Co, Bristol
SHAW, JABEZ, Golcar, York, Gent. Aug 10. Bottomley, Huddersfield
SPARHAM, JOHN JEFFES, Rock Ferry, Chester, Gent. July 4. Walker, Wolverhampton
SYKES, MARY, Hadfield, Derby. Aug 4. Farrar and Hall, Manchester
TAYLOR, WILLIAM FREEMAN, Coventry. July 10. Dewes and Co, Coventry
TORDIFFE, JOYCE, Bath, Somerset. July 1. Chanter and Co, Barnstaple
WADDINGTON, ELY WILKINSON, Blackpool, Lancaster, Gent. July 31. Chambers and Chambers, Brighouse
WALLIS, FREDERICK POYNTZ STANLEY, Sussex rd, Gent. July 3. Clapin, Green Hill, Sherborne, Dorsetshire [*Gazette*, June 13.]

ALLINGHAM, CHARLES JAMES, Esher st, Upper Kennington lane, Gent. Aug 1. Grant Kennington cross, Lambeth
BRIDGEMAN, FREDERICK, Boscobel gdns, Regent's park, Gent. Aug 1. Tamplin and Co, Fenchurch st
CARMAN, JOHN, Wrexham, Retired Tailor. July 29. James, Wrexham
COXON, EDWIN, Davies st, Berkeley sq, Gent. Aug 14. Mandale, Mitre ct, Fleet st
CUMMING, HUGH, Bootle, Lancaster, Gent. July 12. Thornsby and Dismore, Liverpool
GILPIN, Sir RICHARD THOMAS, Hickliffe, Beds, Bart. July 4. Hunters and Co, New sq, Lincoln's inn
GRANT, Lady ISABELLA ELIZABETH, St George's sq, Pimlico. July 18. Tatnams and Pym, Frederick's pl, Old Jewry
HOLROYD, Hon. DOUGLAS EDWARD, Netsfield, Sussex. July 27. Bennett and Co, New sq, Lincoln's inn
HOPSON, MARY ANN, Fores Gate, Essex. July 17. Baker and Nairne
HOWARD, Hon. CHARLES, Tunbridge Wells, Kent. July 27. Bennett and Co, New sq, Lincoln's inn
HUNSLEY, JOHN, Sheffield, out of business. July 4. Rodgers and Co, Bank st, Sheffield
HUNTON, WILLIAM, Abbey rd, St John's Wood. July 14. Hatton and Westcott, Strand
INGHAM, JOHN, Wiswell, Lancaster, Corn Miller. July 21. Ingham, Barrow Bridge, nr Whalley
I'ON, CAROLINE, Chester villas, Teddington. July 26. Thompson and Groom, Raymond bldgs, Gray's inn
LORAINE, EDWARD, Riding, Northumberland, Esq. Aug 1. Stanton and Atkinson, Newcastle on Tyne
MITCHELMORE, WILLIAM HENRY, Dartmouth, Butcher. July 14. Smith, Dartmouth
NESLEN, SELINA ANNE, Howland st. July 1. Harrison, Chancery lane
NOTTIDGE, ELIZABETH SARAH, Tonbridge, Kent. July 25. Howard and Co, Colchester
OBORN, MARY JANE, Swansea. July 1. Collins and Woods, Swansea
PERKES, WILLIAM, Uttoxeter, Stafford. Builder. July 19. Dunnett, Uttoxeter
POINTER, JANE, Brighton. Aug 24. Haselwood, Brighton
REEVE, THOMAS WIGGINS, Richmond rd, Barnsbury. June 30. Lane and Andrews, Essex st, Strand
RILEY, JOSEPH, Ashton under Lyne, Yeoman. July 20. Brooks and Co, Ashton under Lyne
TENNANT, MARY EARNSHAW, Heath, nr Wakefield, York. July 24. Marsden and Co, Wakefield
TREVANION, ADA, Brixton hill terr, Brixton. July 25. Booty and Bayliffe, Raymond bldgs, Gray's inn
WINFIELD, JOHN, Mansfield, Notts, Licensed Victualler. July 31. Maltby, Mansfield [*Gazette*, June 16.]

ALDERSON, GEORGIANA, Cheltenham. Aug 1. Stenton and Co, Southwell
BLATHERWICK, THOMAS, Redcar, York, Farmer. July 31. Trevor, Guisborough
BLENKIN, CHRISTIANA, Kingston upon Hull. Aug 1. Leak and Co, Hull
CHATTO, WILLIAM JOHN POTTS, St Mary Church, near Torquay, Esq. Aug 10. Hyde and Co, Ely pl, Holborn
CLARK, HENRY EDWARD, Beaumont Arms, Shepherd's Bush. July 22. Button and Co, Henrietta st, Covent garden
CLEWETT, FELIX JOHN, Duncannon st, Strand, Licensed Victualler. Aug 10. McMillin, Bloomsbury sq
CRIPPS, WILLIAM CHARLES, Tunbridge Wells, Gent. Aug 16. Cripps, Tunbridge Wells
CROKAM, FRANCIS, Starcross, Devon, Contractor. July 31. Battishill and Houlditch, Exeter
DAWSON, ANDREW, Kendal, Westmorland, Cattle Dealer. Aug 5. Thomson and Wilson, Kendal
EDGEWORTH, MICHAEL PAKENHAM, Lexham gardens, South Kensington, Esq. July 31. Young and Co, St Mildred's ct, Poultry
EGDELL, ANN, Alnwick, Northumberland. July 18. Middlemas, Alnwick
ELPHICK, GEORGE, Cliffe, nr Lewes, Sussex, Gent. July 24. Hillman, Lewes
GRAHAM, JANE, Liverpool. July 21. Bremner and Co, Liverpool
GRIST, ELIZABETH, Wandsworth rd, Surrey. July 20. Jerwood, Furnival's inn
GRIST, JAMES, Ealing, Gent. July 20. Jerwood, Furnival's inn
HACKING, THOMAS, sen., Walton-le-Dale, Lancaster, Retired Farmer. July 22. Cotman, Preston
HALL, SARAH, Elton, nr Bury, Lancaster, Grocer. July 17. Grundy, Bury
HEATHCOTE, CATHERINE, Southwell, Notts. Aug 1. Stenton and Co, Southwell
INGLE, WILLIAM, Guildford, Esq. July 22. Potter, Farnham
LAKE, WILLIAM, Folkestone. July 31. Lake and Co, New sq, Lincoln's inn
MADDISON, HENRY, Bristol, Engineer. July 15. Bedell, Bristol
MAY, SAMUEL, Long Sutton, Southampton, Yeoman. July 22. Potter, Farnham
NEAL, JOHN ARTHUR, Willmelow, Chester, Tallow Chandler. Aug 3. Vaughan, Cheadle
OLIVO, MARCO, Manchester, Merchant. Aug 13. Cunliffe and Co, Manchester
PACKMAN, WILLIAM EDWARD, Campsbourne villas, Hornsey, Salesman. July 11. Brown, Basinghall st
PARSONS, ELIZABETH, Midsomer Norton, Somerset. July 31. Clark and Collins, Trowbridge
PARSONS, WILLIAM LANSDOWN, Midsomer Norton, Somerset, Gent. July 31. Clark and Collins, Trowbridge
POWER, Rev. HENRY BOLTON, Bramley, nr Guildford. July 10. Hunters and Co, New sq, Lincoln's inn
PROCTER, JANE, Darlington, Durham. July 10. Steavenson, Darlington
SLATTERY, MICHAEL, Elton, Lancaster. July 17. Grundy, Bury
SMITH, FARNHAM, Midsomer Norton, Somerset, Gent. July 31. Clark and Collins, Trowbridge
SPARROW, GEORGE, Wolverhampton, Ironmaster's Clerk. Aug 1. Flewker and Page, Wolverhampton
SPEAKMAN, HENRY, Tyldesley, Lancaster, Retired Farmer. Sept 19. Whitaker, Lancaster pl, Strand
TILNEY, EDWARD, Brown's lane, Spitalfields, Licensed Victualler. July 30. Randall, Copthall bldgs
WALKER, JAMES SCOTT, Oxford sq, Hyde pk, Esq. July 13. Miller and Co, Salter's Hall ct
WHITFORD, GEORGE, Bristol, Gent. July 31. Cooke, Bristol [*Gazette*, June 20.]

ADKINS, JAMES, West Brighton, Gent. Aug 1. Tibbitts and Son, Field ct, Gray's inn
ASH, GEORGE SLADE, St John's Wood, Gent. Aug 4. Smith and Moggridge, Furnival's inn
ASHLEY, JOHN, Wellington, Salop, Grocer. July 17. Bidlake, Wellington
BAINES, EDWARD, Yalding, Kent, Clerk. Aug 1. Ovans and Co, Potter's Fields, Tooley st
BARRY, Lady SARAH, Cleveland sq, Hyde park. July 20. Cooper and Walker, Billiter st
BENNETT, JAMES MACH, Barry rd, Peckham rye, Wine Merchant's Clerk. Aug 1 Blachford and Co, College hill, Cannon st
BROOKES, SARAH, Melbourne, Derby, Licensed Victualler. July 31. Sale and Mills, Derby
BUTTERWORTH, ROBERT LEACH, Russell rd, Kensington, Warehouseman. July 31. Heather, Paternoster row
COLLINS, WILLIAM DAVIS, Leytonstone, Gent. Aug 1. Plunkett and Leader, St Paul's churchyard
EASUM, SARAH, Bow rd. Aug 3. Ratcliff and Son, New Broad st
FUSSELL, MARIA MARY, Brighton. Sept 29. Burne and Rooke, Bath
GUEST, JAMES, Leeds, Plumber. July 28. Horsfall and Latimer, Leeds
HANMER, Right Hon. Sir JOHN, Bettisfield park, Flint. July 31. Frere and Co, Lincoln's inn fields
HIGGINS, JAMES, Salford, Lancaster, Machine Maker. Aug 1. Ormerod and Allen, Manchester
HILDYARD, CATHERINE FRANCES, East Chelborough, Dorset. July 20. Newman and Co, Clement's inn
HILDYARD, Rev. RICHARD, Lewcombe Rectory, Dorset. July 20. Newman and Co, Clement's inn
HOADLEY, THOMAS, Halifax, Damask Manufacturer. July 15. Jones, Halifax
HOLROYD, Hon. DOUGLAS EDWARD, Uckfield, Sussex. July 27. Bennett and Co, New sq, Lincoln's inn
HUMPHREY, ELIZA SARAH, High st, Wandsworth. July 29. Francis, Southampton bldgs, Chancery lane
IREDALE, GEORGE, Headingley, York, Chemist. June 30. Iredale, York st, Leeds
KAY, SAMUEL, Bury, Lancaster, Hatter. July 5, Woodcock, Bury
KENT, Rev. FREDERIC WILLIAM, East Barsham, Norfolk. July 22. Lawson, Essex st, Strand
LITCHFIELD, ELIJAH, Masbro rd, Brook green, Gent. Aug 3. Lucas and Son, Fenchurch st
LLEWELLYN, EDWARD, St Hilary, Glamorgan. July 25. Rees, Cowbridge
MARTIN, PETER, Charlton Musgrove, Somerset, out of business. Aug 1. Cooper, Wincanton
MITCHELMORE, WILLIAM HENRY, Dartmouth, Butcher. July 14. Smith, Dartmouth
MOCATTA, DAVID, Prince's gate, Esq. Aug 1. Lousada and Emanuel, Austinfriars
OLLIVIER, EMILY JANE, Old Bond st, Music Publisher. July 17. Lambe, Hereford
PENSAM, PHILIP, Emperor's gate, South Kensington, Gent. July 17. Smiles and Co, Bedford row
POOLE, DAVID CHARLES, Dover, Barrister-at-Law. July 31. White and Sons, Bedford row
ROBERTS, FREDERICK BOYD, Manchester st, Manchester sq, Major, Royal Artillery. Sept 1. Mackerson and Co, Lincoln's inn fields
ROBERTS, WILLIAM, Shipston on Stour, Worcester, Gent. July 22. Hancock and Hiron, Shipston on Stour
RUDING, JOHN CLEMENT, Sisters' avenue, Wandsworth rd, Gent. Sept 1. Cox, Salters' hall ct, Cannon st
SALMON, THOMAS DEERE, Lincoln's inn, Esq. Aug 1. Smith and Wilmer, Lincoln's inn fields
STORM, OLIVER, Robin Hood's Bay, York, Fisherman. Aug 1. Frankland and Co, Whitby
STORM, REUBEN, Robin Hood's Bay, York, Fisherman. Aug 1. Frankland and Co, Whitby
THACKER, WILLIAM, Brownhills, Stafford, Publican. July 31. Barnes and Russell, Lichfield
WHITWORTH, ROBERT, Rochdale, Relieving Officer. Aug 1. Standring and Taylor. Rochdale [*Gazette*, June 23.]

ABLITT, MATILDA, Colchester, Essex. Aug. 16. Howard & Co., Colchester
ARGYLE, MATTHEW, Southwark Bridge-road, Coach and Harness Currier. Aug. 1. Lea, Old Jewry-chambers
ARMITAGE, WILLIAM, Huddersfield, York, Cloth Finisher. Aug 5. Johnson and Crook, Huddersfield
ATKINSON, MARY ELIZABETH, Bedford-gardens, Kensington. June 24. Pickett & Mytton, King's-bench-walk, Temple
BALL, WILLIAM WELLINGTON, Bristol, Hop Merchant. July 31. Chilton & Green-Armytage, Bristol
BORES, WILLIAM, Kingston-upon-Hull, Gentleman. Aug 19. Middlemiss & Pearce, Hull
BOSWORTH, EDWIN, Birmingham, Tarpaulin Maker. Aug. 7. Fallows, Birmingham
BRICE, DANIEL, Chislett, Kent, Farmer. Aug. 31. Sankeys and Co., Canterbury
CARRUTHERS, FRANCIS JOHN, Minto-villa, Staines, Lieutenant-Colonel. Aug. 1. Turner and Low, King-st, Cheapside.
CHAPMAN, ANN, Compton sq, Islington. Aug. 1. Combs and Co, Bucklersbury
CHETHAM, JOHN CLARK, Lancaster, Common Brewer. Aug 31. Smith, Stockport
CLEMENT, JOHN VILLIERS, Brighton, Sussex, Esq. Aug 1. Mount, Gracechurch st
CURTIS, CATHERINE, Ampthill, Bedford. July 31. Tanqueray, Woburn
DANIEL, SAMUEL, Nether Knutsford, Chester, Innkeeper. Aug 10. Davis, Glossop
ELLA, MARY, Birmingham. August 1. Wright and Marshall, Birmingham
FRARON, CHARLES AUGUSTUS, Sible Hedingham, Essex, Merchant. July 25. Harwood and Stephenson, Lombard st
FITZ-GEORGE, EMMA, Regent sq. Gray's-inn-rd. August 7. Pope, Gray's-inn-sq
FRY, WILLIAM, Stoke Trister, Somerset, Manure Manufacturer. July 22. Messiters and Bennet, Wincanton
GURNEY, SAMUEL, Hanover ter, Regent's pk, Esq. July 31. Young and Co, St. Mildred's ct, Poultry.
GWILLIAM, JAMES, Birmingham, Pump-maker. August 15. Wright and Marshall, Birmingham.
GWILLIAM, WILLIAM, Birmingham, Pump-maker. August 15. Wright and Marshall, Birmingham.
HALE, ALFRED THOMAS, Handsworth, Stafford, Licensed Victualler. Aug 1. Price and Co, Birmingham
HARROW, HENRY, Lymington, Hants, Commander R. N. Aug 22. Ryde, Fontenoy rd, Balham
HOLMES, DANIEL, Leeds, Paper Stainer. July 31. Harland, Leeds
HORSFALL, ELLEN, Barnsley, York. Aug 1. Maddison, Barnsley
HUNT, JOHN, Barrow-in-Furness, Lancaster, Farmer. July 24. Pearson, Barrow-in-Furness
INGLIS, JANE, Boulogne-sur-Mer, France. Aug 31, Paterson, Fallows rd, Haverstock hill
KELLY, SAMUEL WILLIAM, Llandaff, Glamorgan, Esq. Aug 10. Davies, Pontypridd
LEEDHAM, MARY, Bristol. Aug 10. Perham, Bristol
NORTON, SAMUEL, High-street, Wapping, Licensed Victualler. Aug 1. Lea, Old Jewry-chambers
PHIPPS, SAMUEL, Cainscross, Gloucester, Gentleman. Sept 1. Witchell, Stroud
RYLAND, CHARLES, Birmingham, Metal Broker. Aug 7. Fallows, Birmingham
TROTTER, MARGARET, Pecq, near Versailles, France. July 13. Williams & Co., Lincoln's-inn-fields
WILSON, JOSEPH, Handsworth, Stafford. Aug 1. Price & Co., Birmingham
WRIGLEY, ISAAC, Morton-rd, New North-road, Islington, Retired Wine Merchant. Aug 1. Emanuel & Simmons, Finsbury circus [*Gazette*, June 27.]

COURT PAPERS.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Court of Appeal.	V. C. Bacon.	V. C. Hall.
Monday, July	3	Mr. Carrington	Mr. Farrer	Mr. Cobby
Tuesday	4	Jackson	King	Koe
Wednesday	5	Carrington	Farrer	Cobby
Thursday	6	Jackson	King	Koe
Friday	7	Carrington	Farrer	Cobby
Saturday	8	Jackson	King	Koe
		Mr. Justice Fry.	Mr. Justice Kay.	Mr. Justice Chitty.
Monday, July	3	Mr. Pemberton	Mr. Teesdale	Mr. Latham
Tuesday	4	Clowes	Ward	Merivale
Wednesday	5	Pemberton	Teesdale	Latham
Thursday	6	Clowes	Ward	Merivale
Friday	7	Pemberton	Teesdale	Latham
Saturday	8	Clowes	Ward	Merivale

NORTHERN CIRCUIT.

The commissions for holding these assizes will be opened at Appleby, on Monday, July 3; at Carlisle, on Wednesday, July 5; at Lancaster, on Saturday, July 8; at Manchester, on Wednesday, July 12; and at Liverpool, on Wednesday, July 26. In pursuance of the Rules of the Supreme Court, December, 1879, causes may at any time before the day next before the commission day, after notice of trial has been given, be entered for trial in the district registry of the city or town where the trial is to be had, or with the associate at the assize town as heretofore. The general entry of causes at each assize town will commence immediately after the opening of the respective commissions, and will close at nine o'clock the same evening. On entering a cause two copies of the pleadings must be lodged, one for the use of the judge and the other for the associate. Solicitors are requested to indorse very shortly on the pleadings the nature of the action—"Slander," "Breach of Contract," &c.—and to omit the usual indorsement of notice of trial. The court will sit for the despatch of business on the day after the commission day of each place (omitting Sunday), at eleven o'clock. The trial of special jury causes will commence at Manchester, on Monday, July 17, at the sitting of the court; and at Liverpool, on Monday, the 31st of July, at the same hour, unless the court shall otherwise order. A list of causes for trial each day (except the first) at Manchester and Liverpool will be exhibited in the corridor of the court and in the library. The associate's fees must be paid in Judicature stamps. Where a cause in the list has been settled, immediate notice thereof must be given to the deputy-associate by the party who entered it.

On Tuesday evening Lord Justice Lindley, in replying to the toast of the health of the judges at the Mansion House banquet, said that they were just now in a state of transition. The old judges said that the good old times had gone. There was, however, still to be found in the City occasionally some rare specimen of a creature with which all were once familiar—he meant the learned serjeant. Of that race, it so happened, he was the last created specimen.

SALES OF ENSUING WEEK.

July 1.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at Weybridge, at 11 for 12 p.m., Furniture, Works of Art, &c. (see advertisement, June 10, p. 9).

July 3.—Mr. Chepping, at the Mart, at 2 p.m., Freehold Estate (see advertisement, June 24, p. 4).

July 4.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at the Mart, at 2 p.m., Freehold and Leasehold Properties (see advertisements, June 10, pp. 9 and 10).

July 4.—Messrs. Farebrother, Ellis, Clark, & Co., at Hendon, Freehold Building Land (see advertisement, May 27, p. 4, and June 10, p. 13).

July 5.—Messrs. Farebrother, Ellis, Clark, & Co., at the Mart, Freehold Properties (see advertisement, June 10, p. 13).

July 5.—Messrs. Edwin Fox & Bousfield, at the Mart, at 2 p.m, Freehold Properties (see advertisement, this week, p. 4).

July 6.—Mr. Arthur Jackson, at Enfield Highway, at 7 p.m., Freehold and Leasehold Properties (see advertisement, this week. p. 3).

July 6.—Messrs. Debenham, Tewson, Farmer, & Bridgewater, at 2 p.m, Freehold Properties (see advertisement, June 10, p. 10).

July 6.—Messrs. Glasier & Sons, at the Mart, at 2 p.m., Freehold Property (see advertisements, June 10, p. 15).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

Boyes.—June 23, at Barnet, Herts, the wife of William Osborn Boyes, solicitor, of a daughter.

Gibbons.—June 23, at Palace-square, Upper Norwood, the wife of A. W. Gibbons, solicitor, of a son.

Wright.—June 24, at 29, Dawson-place, Bayswater, the wife of Richard T. Wright, barrister-at-law, of a daughter.

DEATHS.

Clark.—June 28, at his residence, 10, Albert-road, Regent's-park, Charles Clark, Q.C.

Mourilyan.—June 24, at 188, Boulevard Haussmann, Paris, Edmund John Thomas Judge Mourilyan, solicitor, aged 40.

Semper.—June 18, at Gibraltar, the Hon. Hugh Reilly Semper, Chief Justice of that colony.

LONDON GAZETTES.

Bankrupts.

FRIDAY, June 23, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Butler, George Ernest, Pall Mall. Pet June 20. Murray. July 7 at 11

Hanrott, Philip Augustus, Theobald's rd, Solicitor. Pet June 14. Brougham. July 4 at 12

Mann, William, Exmouth st, Clerkenwell, Fancy Draper. Pet June 21. Brougham. July 5 at 11

To Surrender in the Country.

Barnard, Edward, Epsom. Pet June 20. Rowland. Croydon, July 7 at 2

Dunlop, Robert, St Helen's, Lancaster, Scotch Draper. Pet June 19. Cooper. Liverpool, July 5 at 12

Downs, Endon, George Fenton, Samuel Willett Fenton, Joseph Brough, Longton, Stafford, Earthenware Manufacturers. Pet June 20. Keary. Stoke upon Trent, July 4 at 2.30

Fenwick, W A F , Harrogate, York, Gent. Pet May 3. Perkins. York, July 12 at 11

Hulme, Thomas, Longton, Stafford, Earthenware Manufacturer. Pet June 20. Keary. Stoke upon Trent, July 4 at 2.30

Walsh, Yates, Church, Lancashire, Cotton Manufacturer. Pet June 20. Bolton. Blackburn, July 11 at 11

TUESDAY, June 27, 1882.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Lamb, Louisa Mary, Euston st, Euston sq. Pet June 22. Haslitt. July 12 at 12

Oppert, Emil, Palmerston bldgs, Old Broad st, Agent. Pet May 11. Haslitt. July 12 at 1

Oxley, Frederick, and Francis Rashleigh Burnside, Gt Winchester st, Merchants. Pet June 22. Haslitt. July 12 at 12

Rawley, E J , High st, Borough, Hop Merchant. Pet June 22. Haslitt. July 12 at 12.30

Serff, Charles, Arnold terr, Fulham New Town, Baker. Pet June 24. Brougham. July 12 at 12

To Surrender in the Country.

Bligh, Martin Joseph, Bradford, Grocer. Pet June 22. Lee. Bradford, July 11 at 12

Buxton, Thomas, Radcliffe on Trent, Notts, Builder. Pet June 23. Patchitt. Nottingham, July 13 at 3

Eagle, Frederick, Bank bldgs, Wandsworth, Cheesemonger. Pet May 23. Willoughby. Wandsworth, July 7 at 11

Farris, Elizabeth, and Thomas Farris, Shaftesbury, Dorset, Agricultural Implement Makers. Pet June 22. Wilson. Salisbury, July 10 at 2.30

Owen, Thomas, jun, Ashford, Kent, Cattle Dealer. Pet June 23. Furley. Canterbury, July 14 at 2

White, Helen, The Chase, Clapham common. Pet June 20. Willoughby. Wandsworth, July 14 at 11

BANKRUPTCIES ANNULLED.

FRIDAY, June 23, 1882.

Purchase, J W , Moorgate st, Secretary to a Public Company. June 20

TUESDAY, June 27, 1882.

Rappard, William, Great Tower st, Export Merchant. June 22

Weinthal, Asher, Cannon st, Warehouseman. June 16

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, June 23, 1882.

Alexander, Isaac Henry, Commercial rd East, Hosier. July 3 at 2 at Guildhall Coffee House. Smith, Leadenhall st

Allport, Daniel, South Stockton, York, Contractor. July 1 at 3 at offices of Vachell, Albert rd, Middlesborough

Andrew, Walter, Wakefield, York, Picture Frame Maker. July 5 at 3 at offices of Horner and Edmondson, Wood st, Wakefield

Barker, Joseph, Bolton, Lancaster, Coal Dealer. July 7 at 11 at offices of Cooper, Mawdsley st, Bolton

Barton, George, and Charles Wolferry Whaites, Coleman st, Woollen Warehousemen. July 6 at 2 at offices of Cann, Fenchurch st

Bennett, George Thomas, Nottingham, Bookseller. July 5 at 12 at at Ram Hotel, Long row, the Market, Nottingham. Bennet, Bristol

Binns, John Philip, Churchfield rd, Acton, Butcher. July 11 at 3 at offices of Proctor and Andrews, Princes st, Spitalfields

Bladon, Alfred, Sparkhill, near Birmingham, out of business. July 6 at 3 at offices of Bradley, Colmore row, Birmingham

Blakeborough, Joseph, Scarborough, York, Ironmonger. July 4 at 3 at North Eastern Hotel, York. Watts and Kitching, Scarborough

Bowler, William, Warwick, Licensed Victualler. July 10 at 2 at 17, Little Park st, Coventry. Homer, Coventry

Bune, William, Stockcross, near Newbury, Berks, Baker. July 5 at 11 at Queen's Hotel, Newbury, Lucas, Newbury

Burnett, Isaac, jun, Workington, Cumberland, Postmaster. July 4 at 12 at offices of Thompson, Workington. Hayton and Simpson, Cockermouth

Butler, Frederick, Norwich, Upholsterer. July 11 at 11 at offices of Winter and Francis, St Giles st, Norwich

Calvert, Samuel, Halifax, York, Plumber. July 5 at 3 at 5, Southgate, Halifax

Chinnyah, David Lazarus, Anerley, Surrey, Grocer. July 17 at 12 at offices of Moss, Gracechurch st

Clesaby, Thomas Michael, Wilton, York, Farmer. July 5 at 2.30 at offices of Garbut and Fawcett, Finkle st, Stockton-on-Tees

Clewes, John, Newcastle-on-Tyne, Licensed Victualler. June 30 at 3 at offices of Joliffe, Collingwood st, Newcastle-on-Tyne
Cohen, Moss, Alexandra rd, St John's wood, Commission Agent. July 15 at 12 at office of Reader, Ely pl, Holborn
Connell, William John, Small Heath, Warwick, Tobacconist. July 5 at 3 at offices of Johnson and Co, Waterloo st, Birmingham
Crabtree, James, Grewelthorpe, near Ripon, York, out of business. July 6 at 11 at offices of Bateson and Hutchinson, Queen st, Ripon
Crowley, John, Liverpool, Tallow Chandler. July 12 at 3 at offices of Horner, Victoria st, Liverpool
Deller, Thomas George, Windsor, Berks, Baker. July 7 at 2 at offices of Philips and Randall, Sheet st, Windsor
Dilger, Ignatius, Bristol, Watchmaker. July 5 at 2 at office of Plummer and Parry, Bristol chmbrs, Nicholas st, Bristol
Ducrex, Eugene, Trinity sq, Tower hill, Wine Merchant. July 12 at 3 at office of Hilbery, Billiter st
Edwards, Robert Alfred, Southampton rd, Haverstock-hill, Engineer. July 11 at 3 at office of Spencer and Co, Gt James st, Bedford row
Eggers, Henry, Sidney st, Mile End, Baker. July 5 at 2 at office of Armstrong, Chancery lane
Englehart, Ernest, Lombard st, Hairdresser. July 7 at 2 at office of Woodler and Co, Guildhall chmbrs, Basinghall st. Galloway, Gresham st
Evans, Daniel, Talley, Carmarthen, Farmer. July 6 at 3 at Swan Inn, Talley. Price and Lloyd, Lampeter
Fitzer, Thomas Absalom, and Alfred Chiboust, St. Benet pl, Wine Merchants. July 10 at 11 at office of Lovering, Gresham st. Day and Cartwright, Lothbury
Fox, William, Bradford, York, Tobacconist. July 7 at 3 at office of Wilkinson, Bradford
Foxwell, William, Wotton-under-Edge, Gloucester, Carrier. July 7 at 2 at office of Dauncey and Co, Wotton-under-Edge
Fretwell, Samuel, Ilkeston, Derby, Boot Maker. July 10 at 12 at Bulls Head Hotel, Market pl, Leicester. Thurman and Slack, Ilkeston
Fowler, James, and John Fowler, Macclesfield, Chester, Silk Manufacturers. July 6 at 11 at office of May, Churchside, Macclesfield
Gardner, Harry, Havant, Hants, Baker. July 7 at 12.30 at office of Edmonds and Co, Cheapside. Feltham, Portsea
Gillvray, William, Doncaster, York, Coal Dealer. July 10 at 3 at office of Verity and Baddiley, French gate, Doncaster
Goldburg, Harris, Crawford st, Edgware rd, Woollen Draper. July 12 at 3 at 145 Cheapside. Haigh and Agar, Gresham st
Green, George, Salisbury, Wilts, Grocer. July 5 at 11 at Market House chmbrs, Salisbury. Hodding, Salisbury
Greenway, Edward, and James Greenway, Coventry, Bicycle Makers. July 10 at 12 at office of Davis and Co, Hay lane, Coventry
Harris, William Ashton, Vincent st, Old st, General Shop Keeper. July 3 at 1 at office of Mogg, New Broad st. Parke, Warwick crt, Gray's-inn
Harrison, Clement, Mexbrough, York, Grocer. July 4 at 3 at office of Badgers and Co, Moorgate st, Rotherham
Haward, Frederick Robertson, St George's sq, Pimlico, Surgeon. July 4 at 3 at Havelock Hotel, Robertson st, Hastings. Howard and Shelton, Threadneedle st
Hayward, John Oxley, Margate, Kent, Toy Dealer. July 10 at 2 at office of Howard and Shelton, Threadneedle st
Hoad, Charles Blake, Rye, Sussex, Sailmaker. July 5 at 11 at George Hotel, Rye. Dewes, Rye
Holgate, George, Garstang, Lancaster, Butcher. July 6 at 2 at Oak Inn, Garstang. Blackhurst, Preston
Holgate Thomas, and Robert Holgate, Burnley, Lancaster, Joiners. July 5 at 3 at New Lion Hotel, Burnley. Hodgson, Burnley
Horrex, Arthur Simpson, and Frank Bird, Hastings, Sussex, Booksellers. July 7 at 11.30 at Law Institution, Chancery lane. Chalinder, Hastings
Illingworth, John, Otley, York, Worsted Spinner. July 5 at 11 at office of Killick and Co, Commercial Bank bldgs, Bradford
Ingle, William Stables, Eccleshill, York, Joiner. July 10 at 11 at office of Hutchinson, Piccadilly chmbrs, Piccadilly, Bradford
James, George, and John James, Clevedon, Somerset, Builders. July 6 at 1 at office of O'Donoghue and Anson, St Augustines parade, Bristol
Jardine, Alfred George, Old Change, Mantle Manufacturer. July 11 at 11 at office of Lovering and Co, Gresham st. Buchanan and Rogers
Jenkins, Rees, Ferndale, Pontypridd, Glamorgan, Grocer. July 6 at 12 at office of Lovett, Duke st, Cardiff. Rosser, Pontypridd
Jenkins, William, Swansea, Glamorgan, Public-house Manager. July 4 at 12 at office of John, Fisher st, Swansea
Jennings, William Thomas, Jewin st, Costume Manufacturer. July 10 at 12 at office of Plunkett and Leader, St Paul's Churchyard
Johnson, Robert Braham, Blackfriars rd, Surrey, Boot and Shoe Dealer. July 10 at 3 at office of Montagu, Bucklersbury
Jones, Samuel George, New Cross, Kent, Builder. July 17 at 2 at office of Moss, Gracechurch st
Lawry, Walter, Bristol, Dairyman. July 4 at 2 at office of Salisbury, Bristol
Layton, Richard Pears, Newark upon Trent, Nottingham, Butcher. July 13 at 12.30 at office of Newton and Wallis, Middlegate, Newark upon Trent
Lucas, Edward Albert, Cricklade, Wilts, Cordwainer. July 5 at 2 at Great Western Hotel, New Swindon. Lovett, Cricklade
Mabbott, William, Shrewsbury, Salop, Grocer. July 5 at 3 at the Crown Hotel, St Mary's st, Shrewsbury. Morris, Shrewsbury
McDonough, Ann, Green st, Friar st, Blackfriars rd, Bedding Manufacturer. July 6 at 11 at office of Cooke, Grays inn sq
McGeagh, William Stuart, Clapham rd, Chemist. July 5 at 3 at offices of Parkes, Queen Victoria st
Marshall, William Tripp, Weston super Mare, Somerset, Plumber. July 7 at 11 at Grand Hotel, Broad st, Bristol. Smith, Weston super Mare
Matthews, William, Newport, Monmouth, Grocer. July 5 at 12 at office of Farr and Wade, Dock st, Newport
Milgate, James, and Frederick Basil Amos, Brockley, Kent, Builders. July 9 at 4 at office of Sandom and Co, Gracechurch st
Miller, James, Longsight, Manchester, Draper. July 5 at 3 at office of Simpson and Hockin, Mount st, Albert sq, Manchester
Millward, Henry, and Henry William Long, Birmingham, Jewellers. July 10 at 3 at office of Fitter, Bennett's hill, Birmingham
Murphy, Neil, Wolverhampton, Stafford, Fish Dealer. July 5 at 1 at offices of Stratton, Queen st, Wolverhampton
Newman, Woolff, Manchester, Dealer in pictures. July 21 at 3 at offices of Casper, Brazenose st, Manchester
Peacock, James, Ripon, York, Gent. July 7 at 1 at Queen Hotel, Leeds. Coppin and Witham, Ripon
Pennington, John, Little Marlow, Bucks, Farmer. July 13 at 2 at offices of Rawson and Awdry, High st, Gt Marlow
Plant, Thomas, Birmingham, Butcher. July 3 at 3 at offices of East, Temple st, Birmingham
Pritchard, David, Cerrigceinwen, Anglesea, Innkeeper. July 13 at 10.30 at offices of Dew, Rose Cottage, Llangefni
Purcell, Ferdinand Albert, Manchester sq, M.D. July 11 at 3 at 7 Manchester sq. Jaquet, South st, Finsbury sq
Ramsey, William, Plumtree ct, Farringdon st, Glass Manufacturer. July 10 at 2 at offices of Spain and Co, Coleman st. Allen and Edwards, Old Jewry
Rencher, Frederick, James Turner, and Albert Robeson, Birmingham, Chandelier Manufacturers. July 5 at 11 at offices of Hodgson and Price, Waterloo st, Birmingham
Reynolds, John, Little Dawley, Salop, Grocer. July 5 at 12 at offices of Phillips and Co, High st, Madeley
Roberts, George, Whitney, Hereford, Farmer. July 7 at 4.30 at Crown Hotel, Hay. Corner, Hereford
Robson, Moses, Finsbury pk station, Auctioneer. July 19 at 2 at office of Wedlake, Serjeant's inn, Fleet st
Ross, John Charles, Birmingham, Refreshment house Keeper. July 5 at 11 at office of Fowke, Colmore row, Birmingham
Savage, Hannah, Levenshulme, Lancaster. July 6 at 3 at office of Johnston, Vernon st, Stockport
Sharland, Frederick George, Bristol, General Draper. July 6 at 3.30 at 145, Cheapside. Salmon, Bristol
Sleigh, Alfred William, out of business. July 6 at 3 at office of Eckersley, Mawdsley st, Bolton
Smith, Thomas, Stockton on Tees, Innkeeper. July 6 at 11 30 at office of Smith, Market pl, Thirsk
Smith, Thomas, Norton on the Moors, Stafford, Farmer. July 3 at 11 at office of Hollinshead and Moody, Tunstall
Spiller, Henry, Barnwell rd, Brixton, Baker. July 8 at 12 at office of Ody, Blackfriars rd
Stewart, George, Pontefract, Slater. July 6 at 3 at office of England, East parade, Goole
St John, Thomas James Davey, Lymington, Hants, Baker. July 6 at 11 at office of Coxwell, High st, Lymington
Sutton, Charles, Darlington, Grocer. July 6 at 11 at office of Barron, High row, Darlington
Taylor, Richard, Edmonton, Timber Merchant. July 7 at 2 at Law Institution, Chancery lane. Thomson and Ward, Bedford row
Urry, Albert, Newport, Innkeeper. July 6 at 12 at office of Edmonds and Co, Portsea. Pittis, Newport
Veares, John Thomas, Craven st, Bayswater, Builder. July 10 at 3 at Inns of Court Hotel, High Holborn. Rubinstein, Regent st, Waterloo pl
Walker, William, Salford, Boot Dealer. July 5 at 11 at Falstaff Hotel, Market pl, Manchester. Tremewen, Manchester
Wallis, William, jun, Tibshelf, Derby, Miner. July 7 at 12 at office of Hibbert, Mansfield. Lees, Nottingham
Weatherit, Robert James, South Shields, Grocer. July 4 at 32, Grainger st, West, Newcastle-upon-Tyne, in lieu of the place originally named
Weldon, John George, Birmingham, Carver. July 7 at 11 at office of Taylor, Colmore row, Birmingham
Wells, John, Abergavenny, Shoemaker. July 10 at 11 at office of Browne, Lion st, Abergavenny
Wheeler, Gervase, Hove, Sussex, Architect. July 6 at 3 at office of Reader, Ely pl, Holborn
Wilcock, John, Clayton, Stonemason. July 5 at 3 at Old Original Queen's Head Inn, Queensbury. Stansfeld, Halifax
Williams, Henry Griffith, and John Thomas, Liverpool, Builders. July 7 at 3 at office of Morris and Jones, Dale st, Liverpool
Wilston, John James, jun, Gt College st, Coach Builder. July 12 at 2 at Anderton's Hotel, Fleet st. Johnson, Arundel st, Strand
Winskill, Thomas, and Joseph Winskill, Warcop, Farmers. July 7 at 11 at 26, South End rd, Penrith. Fairer, Penrith
Wormald, William, Wakefield, Innkeeper. July 6 at 3 at office of Lodge, Townhall chmbrs, Wakefield
Wrightson, Leonard Butler, John st, Minories, Clerk. July 1 at 12 at office of Freemans and Dicker, Gutter lane, Cheapside
Wyatt, William Eden, Wolverhampton, Draper. July 7 at 11 at office of Stratton, Queen st, Wolverhampton

TUESDAY, June 27, 1882.

Abrahams, Isidore, Edgware rd, Fruiterer. July 6 at 3 at office of Cooper and Co, Lincoln's inn fields
Afrint, Abraham de Joseph, Gt Prescott st, Whitechapel, Merchant. July 12 at 3 at office of Jonas, Bishopsgate st Within
Ashman, Robert, Bristol, Coal Merchant. July 5 at 12 at office of Nurse, Corn st, Bristol
Baker, Elizabeth, Wolverhampton, Stafford, Grocer. July 11 at 11 at Smith, Lich Gates, Wolverhampton
Barwell, James William, Alma rd, East hill, Wandsworth. July 12 at 11 at Guildhall tvrn, Gresham st. Wright, Adelaide bldgs, London bridge
Baugh, Sarah, Richmond rd, Dalston. July 13 at 3 at office of Paulin, Fen ct, Fenchurch st
Beard, Frances, Gravesend, Kent, Licensed Victualler. July 14 at 3 at office of Wells, Paternoster row
Bebbington, James, Manchester, Baker. July 19 at 3 at Falstaff Hotel, Market pl, Manchester. Tremewen, Manchester
Bell, William, Foulsham, Norfolk, Draper. July 7 at 12 at office of Coaks and Co, Bank plain, Norwich
Bicknell, William, Taunton St James, Somerset, Farmer. July 6 at 11 at office of Foster and Crashaw, East st, Taunton
Biggs, Joseph, North Marston, Buckingham, Dealer. July 15 at 3 at office of Fell, Rickford's hill, Aylesbury
Bloore, John, Walsall, Staford, Grocer. July 10 at 11.30 at office of Gt Western Hotel, Birmingham. Bill, Walsall
Bovey, John, Torquay, Devon, Butcher. July 4 at 11 at at office of Lindod, Fleet st, Torquay
Bromfield, Thomas, Minshull, Vernon, nr Middlewich, Chester, Innkeer. July 13 at 11 at office of Hill, Market st, Crewe
Brown, William, Marlborough rd, Brownlow rp, Dalston, Grocer. July 6 at 2 at office of Norris, Southompton bldgs, Chancery lane
Bull, George, Cambridge, Boot and Shoe Maker. July 11 at 2 at 7, Corn Exchange st, Cambridge. Whitehead, Cambridge
Bull, John, Derby, Builder. July 12 at 3 at office of Briggs, Commercial Bank chmbrs, Albert st, Derby
Busgon, Alfred, Salford, Lancaster, out of business. July 11 at 3 at office of Sale and Co, Booth st, Manchester
Carr, George, West Brighton, Sussex, Bootmaker. July 13 at 12 at office of Edmonds and Co, Cheapside. Cooper and Williams, Brighton
Cartwright, Charles Richard, Leicester, out of business. July 10 at 3 at office of Owston and Dickinson, Friar lane, Leicester
Caton, William, Tunstall, Stafford, Butty Collier. July 10 at 3 at office of Llewellyn and Acrill, Piccadilly st, Tunstall
Chambers, David, Balsall Heath, Worcester, General Dealer. July 10 at 3 at offices of Duke, Temple row, Birmingham
Chappell, John Frederick, Blackwood, Monmouth, Grocer. July 7 at 12 at offices of Dauncey, Albion chmbrs, Newport
Clay, Thomas, Nottingham, Slater. July 12 at 4 at offices of Barlow, St Peter's Church walk, Nottingham
Coombs, Barnard, Nottingham, Whitesmith. July 11 at 3 at offices of Clifton, St Peter's chmbrs, Nottingham
Cooper, Joseph William, and William Cooper, Walsall, Stafford, Bridle Cutters. July 7 at 11.30 at offices of Sheldon, High st, Wednesbury
Cooper, John Musgrave, Otley, York, Licensed Victualler. July 10 at 11 at offices of Lodge and Rhodes, Park row, Leeds
Cuthbertson, Rev William, Oakley st, Chelsea. July 11 at 3 at the Chequers Inn, Bishop's Stortford. Shepheard, Finsbury circus
Dane, Thompson, Crewe, Chester, Pensioner. July 5 at 3 at offices of Pointon, Albert chmbrs, Church side, Crewe
Davies, Ann, Morriston, near Swansea, Glamorgan, out of business. July 7 at 11 at offices of Hartland and Co, Rutland st, Swansea
Davies, Charles Edwin, Tipton, Stafford, Grocer. July 10 at 12 at offices of Whitehouse, Queen st, Wolverhampton

Davies, Edward Thomas, and Henry Denson Jones, Roman rd, Old Ford, Leather Merchants. July 6 at 3 at offices of Ogle, Charles sq, Old st
Dawson, Anthony Howlden, Newcastle upon Tyne, Grocer. July 12 at 3 at offices of Warlow, Collingwood st, Newcastle upon Tyne
Denley, Henry John Day, Newcastle upon Tyne, Furrier. July 10 at 2 at Inns of Court Hotel, Holborn. Clark, Newcastle upon Tyne
Fenton, William, Wanstead, Essex, Farmer. July 21 at 3 at offices of Walker and Battiscombe, Water lane, Great Tower st
Fothergill, Mark Perkins, Liverpool, Family Grocer. July 10 at 4 at offices of Lowe, Mount Pleasant, Liverpool
Fryer, Thomas, Bishopdale, York, Farmer. July 8 at 1 at offices of Clay, Railway Hotel, Romanby, nr Northallerton. Jefferson, Northallerton.
Fryer, William Purchas, Bishopdale, York, Farmer. July 8 at 1 at offices of Clay, Railway Hotel, Romanby, near Northallerton. Jefferson, Northallerton
Genth, Johann Carl Wilhelm, Grosvenor Hotel, Gentleman. July 11 at 12 at offices of Bradford and Thursby, Crown bldgs, Queen Victoria st
Gower, James, Sunderland, Durham, Blacksmith. July 10 at 12 at Horse and Groom Hotel, North Walsham. Harle, Chester le Street
Graham, William, Dewsbury, York, Wool Merchant. July 12 at 3 at Wellington Hotel, Dewsbury. Shaw, Dewsbury
Hacker, Thomas, Plymouth, Devon, Cab Proprietor. July 11 at 12 at offices of Brian, Frankfort st, Plymouth
Hann, Gilbert, and George Kick, Stockwell, Surrey, Builders. July 7 at 11 at offices of Bilton, Leadenhall st
Haughlin, Joseph, Kidderminster, Worcester, Butcher. July 11 at 3 at offices of Bagster, Commercial bldgs, Kidderminster
Hawkins, Richard William, Liverpool rd, Islington, Ham and Tongue Dealer. July 6 at 2 at office of Plater, Southampton bldgs, Chancery lane
Heater, George, Wantage, Berks, Watch and Clock Maker. July 11 at 11 at office of Ormond, Wantage
Hicks, John, Tunstall, Stafford, Watchmaker. July 10 at 2 at office of Llewellyn and Ackrill, Piccadilly st, Tunstall
Hiscox, Alfred John, Wisbech St Peter, Cambridge, Timber Merchant. July 12 at 1 at Public Hall, Wisbech St Peter. Fraser and Co, Wisbech
Hook, Evan James, and Herbert Evelyn Rawson, King's head ct, Beech st, Barbican, Fur Skin Dyers. July 17 at 12 at office of Leslie and Co. Coleman st. Morley and Shirreff, Gresham House, Old Broad st
Hooper, Edwin James, Yeovil, Somerset, Grocer. July 10 at 2 at Royal Talbot Hotel, Victoria st, Bristol. Bollen, Yeovil
Hope, Alfred John, Wolverhampton, Stafford, Lock and Key Manufacturer. July 11 at 3 at offices of Willcock, North st, Wolverhampton
Ingram, Daniel, Hirwain, nr Aberdare, Grocer. July 10 at 12 at office of Beddoe, Canon st, Aberdare
Ivanov, John, Kingsland rd, Manufacturing Furrier. July 20 at 3 at office of Chandler, Finsbury pavement
Ivimey, Robert, Southend, Tailor. July 10 at 3 at office of Parnell and Wesley, Fenchurch st
James, Joseph, Newcastle upon Tyne, Hardware Dealer. July 5 at 2 at office of Joel, Newgate st, Newcastle upon Tyne
Jeffery, William, Ipswich, Suffolk, General Furniture Warehouseman. July 13 at 12 at Inns of Court Hotel, Holborn. Birkett and Bantoft, Ipswich
Jeffrys, William Alexander, Lancaster, Watchmaker. July 10 at 2 at office of Johnson and Tilly, Sun st, Lancaster
Jeffs, Henry, Small Heath, Birmingham, Boot and Shoe Manufacturer. July 10 at 12 at office of Cottrell, Temple row, Birmingham
Kirk, Henry, Manchester, Metal and Machine Broker. July 13 at 2 at office of Phillips, Marsden st, Manchester
Kline, Louis, Kingston upon Hull, Tailor, July 7 at 3 at Law Society's Hall, Bowlalley lane, Kingston upon Hull. Laverack, Hull
Lawton, John, Castleford, York, Innkeeper. July 12 at 2.30 at office of Gill and Hall, Barstow sq, Wakefield
Leadbetter, William, Mirfield, York, Innkeeper. July 11 at 3 at office of Milnes and Swift, New st, Huddersfield
Leader, Samuel Rouning, Peterborough, Northampton, Builder. July 12 at 11 at Bell ond Oak Inn, Peterborough. Gaches, Peterborough
Lycett, James, High Offley, Stafford, Farmer. July 6 at 2 at Junction Hotel, Stafford. Robinson, Eccleshall
Manifold, Joseph Henry, Rocester, Stafford, Plumber. July 13 at 12 at office of Flint and Flint, High st, Uttoxeter
Marchant, Albion Joseph, and Walter James Marchant, Modena terr, Kensal rd, Stone Merchants. July 12 at 3 at Holles st, Cavendish sq. Underwood and Co
Maskell, George, Bradford, York, Lithographer. July 8 at 11 at offices of Wilkinson, Kirkgate, Bradford
Morris, Charles Edward David, Bassaleg, Monmouth, Tin Plate Manufacturer. July 10 at 2 at offices of Colborne and Ward, Newport
Mountford, Edward Thomas, Birmingham, Provision Dealer's Assistant. July 10 at 3 at offices of Wright and Marshall, New st, Birmingham
Oakman, James Bogie, Wimbledon, Surrey, out of business. July 17 at 12 at offices of Knight and Ward, Clement's inn, Strand
Ombler, John, Newington, York, Hairdresser. July 5 at 3 at offices of Chambers, Scale lane, Kingston upon Hull
Parsons, James, Ilford, Essex, Farmer. July 5 at 3 at Angel Hotel, Ilford. Angove, Bell yard, Temple Bar
Peek, Thomas Edward, Plymouth, Devon, Grocer. July 10 at 11 at offices of Elworthy and Co, Courtenay st, Plymouth
Phillips, William Benjamin, Birmingham, Gilt Toy Manufacturer. July 13 at 3 at offices of Tyndall and Co, Colmore row, Birmingham
Pierson, Matilda Louisa, Folkestone, Kent, Milliner. July 6 at 3 at offices of Minter, Guildhall st, Folkestone
Price, Elizabeth, Worcester, out of business. July 10 at 11 at offices of Tree High st, Worcester
Raven, Henry, and William Harrison Brewis, Newgate st, Wholesale Furriers. July 10 at 3 at Guildhall Tavern, Gresham st. Young, Newgate st
Reeve, Jesse, Bungay, Suffolk, Hairdresser. July 3 at 11 at offices of Angell, Blyburgate st, Beccles
Rintoul, John, Marylebone rd, Carriage Builder. July 7 at 3 at offices of Cooper and Co, Lincoln's inn fields
Roberts, Joseph, Birmingham, Bottle Jack Manufacturer. July 8 at 11 at offices of Stokes, Temple st, Birmingham
Schramm, Emil, Birmingham, Hardware Merchant. July 11 at 12 at Grand Hotel, Birmingham. Walter, Birmingham
Shemwell, Allwood, Calver, near Ryam, Derby, Farmer. July 12 at 2 at Castle Hotel, Bakewell. Calder, Derby
Skinner, Thomas, Washfield, Devon, Farmer. July 5 at 11 at Palmerston Hotel, Tiverton. Clarke and Payne, Tiverton
Smart, Richard, Wellington, Salop, Provision Dealer. July 8 at 3.30 at Lion Hotel, Shrewsbury. Marcy, Wellington
Smith, John, Sedgley, Stafford, Horse Dealer. July 8 at 1 at offices of Stratton, Queen st, Wolverhampton
Smith, Tom Julius, Warminster, Wilts, Cabinet Maker. July 4 at 12 at Bath Arms, Warminster. Dunn and Payne, Frome
Steel, Harry Samuel, Liston, Essex, Miller. July 11 at 12 at Four Swans Hotel, Sudbury. Andrewes and Co, Sudbury
Taylor, John, and George Parsons, Bradford, Ironmongers. July 12 at 11 at 12 Piccadilly, Bradford. Gardiner and Jeffery, Bradford
Thomas, Henry, Treherbert, Glamorgan, Draper. July 10 at 11 at offices of Davies, Mill st, Pontypridd
Thompson, John Robert, Richmond crescent, Barnsbury. July 7 at 3 at Essex Arms, Brentwood. Cavell, New inn, Strand
Thorp, Frederick, Theobald's rd, Mercantile Clerk. July 6 at 2 at offices of Clarke, Bedford row
Tipping, Henry, Portsea, Engineer. July 7 at 3 at offices of Edmonds and Co, Cheapside. Addison, Portsmouth
Tomlinson, William Arthur, Reading, Grocer. July 10 at 11 at 24, Friar st, Reading. Newman
Triggs, George, Chichester, Baker. July 20 at 3 at the Angel Hotel, Midhurst. Janman, Chichester
Tweedale, Robert Leach, and John Tweedale, Rochdale, Manufacturers. July 14 at 3 at the Mitre Hotel, Manchester. Addleshaw and Warburton, Manchester
Walker, Thomas, Herne, Kent, Farmer. July 12 at 3 at Foresters' Hall, Canterbury. Collard, Canterbury
Wals, George, Upper Charlton st, Fitzroy sq, Cabinet Maker. July 6 at 3 at offices of Lee, Old Jewry chmbers
Warriner, Thomas, Hilderthorpe, York, Joiner. July 12 at 11 at offices of West, King st, Bridlington Quay
Watkins, Samuel Wadeson, Gloucester, Boat Builder. July 10 at 3 at office of Green, Westgate chbrs, Gloucester
Wellington, James Russell, Norwich, Timber Merchant. July 5 at 12 at Maid's Head Hotel, Norwich. Turner and Prior, Norwich
Wescott, Richard, Farnborough, Hants, Butcher. July 19 at 3 at Bush Hotel, Farnham. Hollest and Co, Farnham
White, James, Manchester, Dairyman. July 14 at 11 at office of Salomonson, Kennedy st, Manchester
Wilson, Robert, jun, Park rd, Acton, Dairyman's Manager. July 7 at 12 at office of Harrison, Pancras lane
Worley, Alfred, Derby, out of business. July 7 at 2 at 45, Full st, Derby. Bird, Nottingham
Worswick, Richard, Whitewell Bottom, nr Newchurch in Rossendale, Lancaster, Woollen Printer. July 10 at 3 at Duke of Buccleuch Hotel, Waterfoot, nr Newchurch in Rossendale. Wright, Rawtenstall
Wright, Arthur, Cheadle, Stafford, Licensed Victualler. July 7 at 11 at office of Tennant and Co, Cheapside, Hanley

CONTENTS.

Current Topics 541
Lands "Injuriously Affected" by the Construction of Authorised Works 543
The Indemnities of a Mesne Landlord 544
Reviews 544
Correspondence 545
Cases of the Week—
Rose v. The Awsworth Iron Company 545
The Queen v. The Local Government Board 545
Gartside v. The Silkstone and Dodsworth Coal and Iron Company 545
Barnard v. Wieland 546
The Great Southern Mysore Gold Mining Company (Limited) 546
Martinson v. Clowes 546
The West Frontino and Bolivia Gold Mining Company (Limited) 547
Van Ghelnive v. Nerincks 547
The Attorney-General v. The Shrewsbury Bridge Company 547
Railway Commission 547
County Courts 547
Societies 548
Law Students' Journal 548
Obituary 549
Legal Appointments 549
Companies 549
Legislation of the Week 550
New Orders, &c. 551
Creditors' Claims 551
Court Papers 553
London Gazettes, &c., &c. 553

Notices to Correspondents.—*All communications intended for publication in the* Solicitors' Journal *must be authenticated by the name and address of the writer.*

The Editor does not hold himself responsible for the return of rejected communications.

*** *The Publisher requests that early application should be made by persons desirous of obtaining back numbers of the* Solicitors' Journal, *as only a small number of copies remain on hand.*

SCHWEITZER'S COCOATINA,

Anti-Dyspeptic Cocoa or Chocolate Powder.

Guaranteed Pure Soluble Cocoa of the Finest Quality, with the excess of fat extracted.

The Faculty pronounce it "the most nutritious, perfectly digestible beverage for Breakfast, Luncheon, or Supper, and invaluable for Invalids and Children."

Highly commended by the entire Medical Press.

Being without sugar, spice, or other admixture, it suits all palates, keeps better in all climates, and is four times the strength of cocoas THICKENED yet WEAKENED with starch, &c., and IN REALITY CHEAPER than such Mixtures.

Made instantaneously with boiling water, a teaspoonful to a Breakfast Cup, costing less than a halfpenny.

Cocoatina a la Vanille is the most delicate, digestible, cheapest Manilla Chocolate, and may be taken when richer chocolate is prohibited.

In tin packets at 1s. 6d., 3s., 5s. 6d., &c., by Chemists and Grocers.

Charities on Special Terms by the Sole Proprietors, H. SCHWEITZER & CO 10, Adam-street, London, W.C.

ESTABLISHED 1825.

HEWETSON, THEXTON, & PEART,

MANUFACTURERS AND HOUSE FURNISHERS,

200, 203, and 204, TOTTENHAM COURT ROAD, W.

Estimates and Designs submitted free for entirely Furnishing Residences, Chambers, Offices, &c.

—PAINTING, DECORATING, & HOUSE REPAIRS.—

Carved Oak Furniture, Reproductions from Ancient Designs, &c. Bedroom Furniture, including Bedstead and Bedding, from £7 10s. per set.

THIRTY LARGE SHOW ROOMS,

HEWETSON, THEXTON, & PEART,

200, 203, and 204, Tottenham Court-road, London, W.

N.B.—Household Furniture Warehoused or Removed on reasonable terms.

EDE AND SON,

ROBE MAKERS

BY SPECIAL APPOINTMENT,

To Her Majesty, the Lord Chancellor, the Whole of the Judicial Bench, Corporation of London, &c.

SOLICITORS' AND REGISTRARS' GOWNS.

BARRISTERS' AND QUEEN'S COUNSEL'S DITTO.

CORPORATION ROBES, UNIVERSITY & CLERGY GOWNS.

ESTABLISHED 1689.

94, CHANCERY LANE, LONDON.

ESTABLISHED 1851.

BIRKBECK BANK.—Southampton-buildings, Chancery-lane.

Current Accounts opened according to the usual practice of other Bankers, and Interest allowed on the minimum monthly balances when not drawn below £25. No commission charged for keeping Accounts. The Bank also receives money on Deposit at Three per Cent. Interest, repayable on demand. The Bank undertakes for its Customers, free of charge, the custody of Deeds, Writings, and other Securities and Valuables; the collection of Bills of Exchange, Dividends, and Coupons; and the purchase and sale of Stocks and Shares. Letters of Credit and Circular Notes issued.

A Pamphlet, with full particulars, on application.

FRANCIS RAVENSCROFT, Manager.

31st March, 1880.

PARTRIDGE & COOPER,

LAW AND GENERAL STATIONERS,

1 & 2, CHANCERY LANE, LONDON, E.C.

Law Copying and Engrossing.

Deeds and Writings engrossed and copied on the Premises, with punctuality and dispatch, at the lowest scale of charges. A good Discount allowed on agreed accounts.

LAW PRINTING.

STATEMENTS OF CLAIM AND DEFENCE, AFFIDAVITS, and other PLEADING, Printed at 1s. per folio.
DEEDS, CONVEYANCES, MORTGAGES, &c., Printed in form for Registration.
Discount allowed for cash on agreed accounts.

LITHOGRAPHY.

ABSTRACTS, BRIEFS, PETITIONS, DRAFTS, MINUTES OF EVIDENCE, Lithographed at reduced prices.

PLANS OF ESTATES, SPECIFICATIONS, BUILDING SOCIETIES' DEEDS, LEASES, &c., Lithographed with accuracy and dispatch.

PARCHMENT AND LEGAL PAPERS

Samples and Catalogues sent post-free.

BY AUTHORITY.

The Companies Acts, 1862 to 1880.

Every requisite under the above Acts supplied on the shortest notice.

The BOOKS and FORMS kept in stock for immediate use.

MEMORANDA and ARTICLES OF ASSOCIATION speedily printed in the proper form for registration and distribution. SHARE CERTIFICATES, DEBENTURES, &c., engraved and printed. OFFICIAL SEALS designed and executed. No Charge for Sketches.

Solicitors' Account Books.

RICHARD FLINT & CO.

(Late ASH & FLINT),

Stationers, Printers, Engravers, Registration Agents, &c.
49, FLEET-STREET, LONDON, E.C. (corner of Serjeants'-inn).

Annual and other Returns Stamped and Filed.

AN IMPORTANT CONVENIENCE TO LAW WRITERS AND SOLICITORS.

STEPHENS' SCARLET INK FOR STEEL PENS.

This new Ink supplies the demand continually made but never before met, for a Red Ink which is uninjured by Steel or other Metallic Pens. Steel Pens left in this ink for months do not impair the beauty of its colour, nor are the Pens in the least corroded by it. The existing Red Inks rapidly destroy Steel Pens, and lose their red colour if used with other than Gold or Quill Pens. This new colour is a very rich scarlet red of great beauty. The colour of this ink is not affected by use upon parchment and is consequently of great value to Solicitors and Draughtsmen.

Sold in stone bottles, retail at 1s., 2s., 3s.; and imperial quarts of 40 ounces at 6s. each. Also in glass bottles at 6d. and 1s. each.

SOLD BY ALL STATIONERS.

Price 10s. 6d.

THE YEAR'S DECISIONS:

A DIGEST

OF ALL THE

CASES DECIDED IN THE SUPREME COURT OF JUDICATURE,

AND ALSO IN THE

BANKRUPTCY AND ECCLESIASTICAL COURTS,

WITH

APPEALS TO THE HOUSE OF LORDS AND PRIVY COUNCIL;

ALSO OF

CASES DECIDED IN THE SUPERIOR COURTS IN IRELAND;

FROM 2ND OF NOVEMBER, 1880, TO 8TH OF AUGUST, 1881.

By EDMUND FULLER GRIFFIN, Esq., B.A.,

Barrister-at-Law.

LONDON: 52, CAREY-STREET, W.C.

TO H.R.H. THE PRINCE OF WALES.

BRAND AND CO.'S OWN SAUCE.

SOUPS, PRESERVED PROVISIONS,

POTTED MEATS and YORK and GAME PIES, also

ESSENCE OF BEEF, BEEF TEA,

TURTLE SOUP, and JELLY, and other

SPECIALITIES for INVALIDS.

CAUTION:—BEWARE OF IMITATIONS.
Sole address,
1, LITTLE STANHOPE STREET, MAYFAIR, W.

KINAHAN'S LL WHISKY.

KINAHAN'S LL WHISKY. Pure, Mild and Mellow, Delicious and very Wholesome. Universally recommended by the Profession.

KINAHAN'S LL WHISKY.
The Cream of Old Irish Whiskies.

KINAHAN'S LL WHISKY. Gold Medal, Paris Exhibition, 1878; Dublin Exhibition, 1865, the Gold Medal.
Great Titchfield-street, London, W.

YATES ALEXANDER & SHEPHEARD, General Printers, Lonsdale Buildings, 27, Chancery-lane, immediately opposite the Chancery-lane Post-office.

LAW, Parliamentary, and General Printing by Yates Alexander & Shepheard, 27, Chancery-lane.

AUCTIONEERS' Work, Particulars and Conditions of Sale, Posters, &c., printed by Yates Alexander & Shepheard.

PAMPHLETS, Books, Newspapers, Circulars, Rules and Regulations of Societies printed by Yates Alexander & Shepheard.

PROSPECTUSES of Public Companies, Memoranda and Articles of Association, Share Certificates, Receipts Notices, &c., printed by Yates Alexander & Shepheard, 27, Chancery-lane.

DISCOUNT for Cash allowed by Yates Alexander & Shepheard, Lonsdale Buildings, 27, Chancery-lane.

STATEMENTS of Claim and Defence, Affidavits, Petitions, and Pleadings printed by Yates Alexander & Shepheard.

DINNEFORD'S MAGNESIA.

The Medical Profession for over Forty Years have approved of this pure solution as the best remedy for

ACIDITY of the STOMACH, HEARTBURN, HEADACHE, GOUT and INDIGESTION,

And as the safest Aperient for Delicate Constitutions, Ladies, Children, and Infants

DINNEFORD'S MAGNESIA.

SUMMER TOURS IN SCOTLAND.

GLASGOW and the HIGHLANDS (Royal Route via Crinan and Caledonian Canals). Royal Mail Steamer COLUMBA or IONA from Glasgow Daily at 7 a.m., from Greenock at 9 a.m., conveying, in connection with his West Highland Steamers, passengers for Oban, Fort-William, Inverness, Lochawe, Skye, Gairloch, Staffa, Iona, Glencoe, Stornoway, &c. Official Guide, 3d.; Illustrated, 6d. and 1s., by post, or at W. H. Smith & Sons' Railway Bookstalls. Time Bill with Map and Fares free from the owner, DAVID MACBRAYNE, 119, Hope-street, Glasgow.

MADAME TUSSAUD'S EXHIBITION, BAKER-STREET.—On view, Portrait Models of KING ALFONSO XII. and VICTOR EMMANUEL, the Duke and Duchess of EDINBURGH, the PRESIDENT of the UNITED STATES, GENERAL GARFIELD. The lying in state of the late Emperor of Russia. The Boudoir Group of Fashion, containing the newest and most costly costumes, with other Court Dresses. The Baroness Burdett-Coutts, Mr. Parnell, &c. The complete line of British Monarchs, from William the Conqueror to Queen Victoria; and over 300 Portrait Models of Celebrated and Distinguished Characters. Admission, 1s. Children under twelve, 6d. Extra room, 6d. Open from 10 a.m. till 10 p.m.

NOTICE OF REMOVAL

THE OFFICES

OF THE

SOLICITORS' JOURNAL

AND

WEEKLY REPORTER,

AND THE

ACADEMY,

ARE NOW AT

27,

CHANCERY LANE,

W.C.

GENTLEMEN'S RESIDENCES, at Moderate Rentals, may now be obtained at West Kensington, opposite West Kensington Station; frequent trains to the City and West-end; St. Paul's Schools (from St Paul's Churchyard), now being erected in the locality, will afford the highest educational facilities; the houses contain every modern improvement, fitted bath (hot and cold water); fine gravel soil; first-class sanitary arrangements, and admirably suited to the requirements of gentlemen's families; rents £60 to £100 per annum.—Apply to Messrs. GIBBS & FLEW, Cedars Estate Office, West Kensington Station, W.

HAMPTON & SONS make NO CHARGE for inserting particulars in their FREE MONTHLY REGISTER of ESTATES, TOWN and COUNTRY HOUSES, Furnished or Unfurnished, or for Sale, to be had GRATIS at their Offices, or post-free for two stamps. Published on the 1st of the month, and particulars for insertion should be sent not later than five days previous to end of preceding month.

Valuations for Probate and Transfer. Surveys.
Estate and Auction Offices, 8, Pall Mall East, S.W.

THURGOOD & CO., Estate and Land Agents, Surveyors, and Auctioneers, Lonsdale chambers, 27, Chancery-lane, W.C., hold PERIODICAL SALES of Property, at the MART, the Second Tuesday in each month. Railway, School Board, Corporation, Board of Works, and other Compensations conducted. Valuations for Probate, Mortgages, &c. Estates managed. A scale of charges upon application.

MESSRS. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER'S LIST of ESTATES and HOUSES to be SOLD or LET, including Landed Estates, Town and Country Residences, Hunting and Shooting Quarters, Farms, Ground Rents, Rent Charges, House Property and Investments generally, is published on the first day of each month, and may be obtained, free of charge, at their offices, 80, Cheapside, E.C., or will be sent by post in return for two stamps.—Particulars for insertion should be received not later than four days previous to the end of the preceding month.